



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

December 9, 2014

7:00 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org

Please silence all cell phones

**Notice: Members of the Public attending shall comply with the Council's adopted Rules of Decorum in Resolution No. 4545. A copy of the Rules of Decorum are available from the City Clerk.*

Call to Order

Roll Call

ROLL CALL: Council Members Krupa, Wright and Youssef, Mayor Pro Tem Milne and Mayor Smith

Invocation

Pledge of Allegiance

Approve of Minutes

1. November 18, 2014
-

Certification of Election

2. **Certification of Election Results** - City Clerk McComas
 - a. Adopt a resolution reciting the fact of the Consolidated General Election held on November 4, 2014, declaring the results.
Resolution Bill No. 14-079
-

Presentation

3. Presentations to Mayor Smith
-

Oath of Office

4. City Clerk will administer the Oath of Office to the newly elected Council Members Linda Krupa and K. Paul Raver
-

Brief Recess

Call to Order

Roll Call

ROLL CALL: Council Members Krupa, Milne, Raver, Wright and Youssef

Council Reorganization

5. City Clerk to Call for Nominations for the Office of Mayor
 6. Mayor to Call for Nominations for the Office of Mayor Pro Tem
-

Brief Recess

Presentation

7. Recognition of Janine Reitenbach and Rick Hoffman's 25 Years of volunteerism in support of the Hemet Christmas Parade
-

City Council Business

Notice to the Public

The Consent Calendar contains items which are typically routine in nature and will be enacted by one motion by the Council unless an item is removed for discussion by a member of the public, staff, or Council. If you wish to discuss a Consent Calendar item please come to the microphone and state the number of the item you wish to discuss. Then wait near the lecture. When the Mayor calls your turn give your last name, and address, then begin speaking. You will have three minutes at that time to address the Council.

Consent Calendar

8. **Receive and File** – Investment Portfolio as of September 2014
9. **Receive and File** – Warrant Registers
 - a. Warrant registers dated November 13, 2014 in the amount of \$1,376,717.17 and November 6, 2014 in the amount of \$1,827,625.81. Payroll for the period of October 27, 2014 to November 9, 2014 was \$621,655.33 and November 10, 2014 to November 23, 2014 was \$571,964.97.
10. **Recommendation by City Manager** – Ratification of Appointment of Interim Fire Chief
 - a. Ratify the City Manager's appointment of Scott Brown as Interim Fire Chief effective December 3, 2014.

11. **Recommendation by City Clerk** – Destruction of Certain Records
 - a. Adopt a resolution authorizing the destruction of certain fire and finance department records. **Resolution Bill No. 14-077**
12. **Recommendation by Finance** – Request to Increase Appropriation for Workers Compensation Insurance
 - a. Authorize the Deputy City Manager/Administrative Services Director to record a supplemental appropriation from available fund balance in the amount of \$119,723 in the Worker’s Compensation Fund (Fund 681) for payment of additional premium for fiscal year 2013/14.
13. **Recommendation by Finance** - Comprehensive Fee Schedule
 - a. Adopt an ordinance amending Sections 2-379 and 2-380 of the Hemet Municipal Code regarding user fees **Ordinance Bill No. 14-066**
14. **Recommendation by Finance** – Amendment of Certain User Fees
 - a. Adopt a resolution to amend certain fees for service adopted by Resolution No. 4603. **Resolution Bill No. 14-081**
15. **Recommendation by Community Development** - Zoning Ordinance Amendment No. 14-005 (Congregate Care Facilities)
 - a. Adopt an ordinance approving ZOA 14-005, a City-initiated action amending Chapter 90 (Zoning) of the Hemet Municipal Code to update and expand the definitions to certain types of congregate living facilities, and to establish their use in the Multiple Family Residential Commercial, Downtown, and Institutional Zones. **Ordinance Bill No. 14-071**
16. **Recommendation by Police** – FY14/15 State COPS Allocation Expenditure Plan
 - a. Accept the 2014-2015 State COPS award of \$128,764; and
 - b. Approve the proposed expenditure plan for the \$128,764 in State COPS funding for 2014-2015; and
 - c. Upon award of the allocation, authorize increase in revenues of \$128,764 and increase in appropriation in the amount of \$128,764 to accounts to be assigned by Finance based on the approved expenditure plan.
17. **Recommendation by Police** – 2014 State Homeland Security Program (SHSP) Grant for purchase of Interoperable Handheld Radios
 - a. Accept the 2014 State Homeland Security Program Grant in the amount of \$79,444; and
 - b. Authorize the finance department to establish an expenditure account and budget in the amount of \$79,444.
18. **Recommendation by Engineering** – Dedication of Right-Of-Way – Realignment of Warren Road, north of Mustang Way, Rancho Diamante Investments, LLC (Strata/Benchmark Pacific)
 - a. Accept the Grant Deed, for right-of-way purposes; and
 - b. Authorize the City Clerk to record it with the County of Riverside Recorder’s Office.

19. **Recommendation by Fire – FY 2014 Emergency Management Performance Grant (EMPG) Award**
 - a. Accept the grant approved by the California Office of Emergency Services (CalOES) for the Riverside County’s FY14 Emergency Management Performance Grant Program in the amount of \$22,103; and
 - b. Approve expenditure of funds to purchase supplies and equipment, and to fund the current Emergency Services Coordinator (50% of the salary) to support the Hemet Fire Department Emergency Services program; and
 - c. Adopt a resolution designating an authorized agent under the FY14 Emergency Management Performance Grant Program (EMPG). **Resolution Bill No. 14-080**

 20. **Recommendation by Community Investment – Contract with North Star Destination Strategies for City Branding Campaign**
 - a. Authorize the City Manager to execute a contract with North Star Destination Strategies, Inc. to develop a branding strategic plan and a new “brand” for the City of Hemet, and
 - b. Appropriate \$70,000 from the General Fund uncommitted fund balance into the Economic Development Department, FY14-15 budget account #120-8500-2710.

 21. **Recommendation by Community Investment – Second Amendment to Lease of Real Property located at 250-256 East Meier Street to Amerco Real Estate, DBA U-Haul Center of Hemet**
 - a. Approve Second Amendment to Lease of Real Property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA; and
 - b. Authorize the City Manager to execute the lease amendment.

 22. **Recommendation by Information Technology – Tyler Technologies Eden ERP Financial Software**
 - a. Approve the annual support and maintenance for continued use of the Tyler Technologies Eden ERP Financial Software and authorize the City Manager to approve purchase orders in support of this purchase.
-

Discussion/Action Item

23. **Consideration of validated petition regarding the Council’s September 9, 2014 decision to enter into a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency medical services for the City of Hemet – City Manager Hill**
 - a. Reverse the September 9, 2014 decision to enter into a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency medical services for the City of Hemet with a term of July 1, 2015 through June 30, 2020, and items 14b, 14c and 14d from September 9, 2014; or
 - b. Submit the Council’s September 9, 2014 decision to enter into a five year Cooperative Agreement to a voter referendum.

24. **Support for legislative action allowing body-contact uses at Diamond Valley Lake** – City Manager Hill
- a. Adopt a resolution supporting legislation permitting body-contact uses at Diamond Valley Lake. **Resolution Bill No. 14-078**
-

Communications from the Public

Anyone who wishes to address the Council regarding items not on the agenda may do so at this time. As a courtesy, please complete a Request to Speak Form found at the City Clerk's desk. Submit your completed form to the City Clerk prior to the beginning of the meeting. Presentations are limited to three minutes in consideration of others who are here for agenda items. Please come forward to the lectern when the Mayor calls upon you. When you are recognized, you may proceed with our comments.

****Notice: Members of the Public attending shall comply with the adopted Rules of Decorum in Resolution No. 4545. A copy of the Rules of Decorum are available from the City Clerk.***

State law prohibits the City Council from taking action or discussing any item not appearing on the agenda except for brief responses to statements made or questions posed by the public. In addition, they may, on their own initiative or in response to questions posed by the public, ask a question for clarification, provide a reference to staff or other resources for factual information, or request staff to report back to them at a subsequent meeting. Furthermore, a member of the City Council or the Council itself may take action to direct staff to place a matter of business on a future agenda.

City Council Reports

25. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Traffic and Parking Commission
2. Riverside Conservation Authority (RCA)
3. Ramona Bowl Association
4. Indian Gaming Distribution Fund
5. Riverside Transit Agency (RTA)
6. Watermaster Board

B. Council Member Wright

1. Park Commission
2. Planning Commission
3. Indian Gaming Distribution Fund
4. Riverside County Habitat Conservation Agency (RCHCA)
5. Ramona Bowl Association

C. Council Member Youssef

1. Western Riverside County of Governments (WRCOG)
2. Riverside County Transportation Commission (RCTC)

- D. Council Member Milne
 - 1. Library Board
 - 2. League of California Cities
 - 3. Riverside County Habitat Conservation Agency (RCHCA)
 - 4. Riverside Transit Agency (RTA)
 - 5. Riverside Conservation Authority (RCA)
 - 6. Disaster Planning Commission

 - E. Council Member Raver

 - F. Ad-Hoc Committee Reports
 - 1. Crime Stoppers Plus Ad-Hoc Committee
 - 2. West Hemet MSHCP Ad-Hoc Committee
 - 3. Regent Development Agreement Ad-Hoc Committee

 - G. City Manager Hill
 - 1. Manager's Reports
 - 2. Schedule a Federal Legislative Update – David Turch and Associates
-

Recess to Housing Authority Meeting

Closed Session

Notice of Opportunity for Public Comment

Members of the Public may comment upon any identified item on the closed session agenda. Since the Council's deliberation on these items is confidential the City Council and City Staff will not be able to answer or address questions relating to the items other than procedural questions. At the conclusion of the closed session, the City Attorney will report any actions taken by the City Council which the Ralph M. Brown Act required to be publicly reported.

- 26. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Hill
Employee organization:
Service Employees International Union General Employees
Hemet Fire Fighters Association

 - 27. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Name of cases: *Hemet Firefighters Association, et al. v. City of Hemet, et al.*
RSC Case No. RIC 1400175

 - 28. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
-

City Attorney Closed Session Report

29. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Hill
Employee organization:
*Service Employees International Union General Employees
Hemet Fire Fighters Association*
 30. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Name of cases: *Hemet Firefighters Association, et al. v. City of Hemet, et al.
RSC Case No. RIC 1400175*
 31. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
-

Future Agenda Items

If Members of Council have items for consideration at a future City Council meeting, please state the agenda item to provide direction to the City Manager.

Adjournment

Adjourn to Tuesday, January 13, 2014 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held January 27, 2014.

Staff reports and other disclosable public records related to open session agenda items are available at the City Clerk's Office or at the public counter located at 445 E. Florida Avenue during normal business hours.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



1

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

November 18, 2014

6:30 p.m.

City of Hemet Council Chambers
450 E. Latham Avenue

www.cityofhemet.org

Please silence all cell phones

Call to Order

Mayor Smith called the meeting to order at 6:31 pm

Roll Call

PRESENT: Council Members Krupa, Wright and Mayor Smith

ABSENT: Council Member Youssef and Mayor Pro Tem Milne

Council Member Wright moved and Council Member Krupa seconded a motion to excuse Council Member Youssef and Mayor Pro Tem Milne. Motion carried 3-0.

Mayor Pro Tem Milne arrived at 6:32 p.m.

Work Study

Discussion regarding this item, with possible direction to staff

1. Demonstration of "Unmanned Aerial System" - Community Safety Consulting Group
Frank Taylor, Community Safety Consulting Group, a retired Capt. from the Sheriff's Department. Our team consists of retired public safety, pilots and members from the unmanned aerial system community. Mr. Taylor showed the City Council a video of the system being set up. The system is simple, fast and reliable. These systems were originally made for the agricultural industry. The mission for these systems are to supplement search and rescue, increase disaster preparedness and supplement public agency emergencies. Our first goal is to educate public officials, the public and the media. Hoping the public officials will weigh in on this program in the future and help prepare any aviation ordinances that might become necessary. The cities cannot regulate the airspace, however, they can regulate the ground the systems are operated on. The FAA is working on the 2015 plan to integrate UAV's into the national airspace. The FAA Modernization Reform Act of 2012 requires the FAA to issue Certificates of Authorization for public agencies. Pictures of different brands of UAV's were displayed. Presentations have been given to 21 of the 28 Riverside County cities, law enforcement agencies and WRCOG. These are to be used as supplemental support to assist with air and ground support while waiting on the arrival of the conventional air or ground support. This system will help save costs and lives. The cost to run a helicopter is a minimum of \$800 per hour. The cost to run the UAV is \$30 per hour not including the personnel. Specifically trained non-sworn personnel can be used to operate the UAV. The UAV is a flying camera operated by a person. All agencies that use the systems follow the laws with privacy being a top priority. The public agency has to obtain a Certificate of Authorization from the FAA and accept the liability. Pilots and Sensor Observers must pass aircraft ground school, the

private pilots writing exam and must possess a Class 3 Airmen's certificate. Additional rules include: daylight flight only; maximum of 400' above ground level; must be kept in the line of sight; and must be 2-3 nautical miles away from any airport. The UAV must have software and hardware installed to allow it to return home. Off the shelf systems do not have all of the FAA requirements. The plan includes elements of the IACP, AUVS and the ACLU including transparency, privacy, search and civil liberties. The plan also includes community engagement, prohibition to weapons attached, publicized missions and public inspection of images unless sealed by a court. Past practice concerns were public agencies that used the systems without informing the public officials or the community. A video demonstrating the use of the UAV as support in a controlled burn in Yosemite and multiple vegetation uses was displayed. The UAV includes multiple camera types that can be changed and controlled mid-flight. This is a fixed wing UAV, not a hovering type craft. The UAV has approximately one hour flight time. Pictures taken with the UAV in Mesa County, Colorado were displayed. They use the system for photographing and taking measurements in major traffic accidents. A picture taken from the systems in an agricultural area was displayed that indicates water needs. Mr. Taylor explained some recent changes in legislation governing the use of the systems.

Mayor Smith, asked if any agencies in Riverside County have started the Certificate of Authorization process.

Mr. Taylor, the only agency in process is Ventura County with a helicopter. Recently, based on their training COA, they were able to get an operational COA to search for a missing hiker. The use a UAV in the Rim Fire was based on an Emergency COA issued by the FAA.

Mayor Smith, the first video showed the system being piloted by the computer, can the system be manually operated?

Mr. Taylor, the computer system is manually operated and requires two trained operators.

Council Member Wright, asked if a public agency can contract these services.

Mr. Taylor, the city would still need to obtain a Certificate of Authorization, the operation of the system can be contracted out. No commercial applications are allowed at this time. The film industry has obtained COA's for closed sets only with limited usage.

Council Member Wright confirmed that the aerial time is approximately one hour and asked about its range.

Mr. Taylor, confirmed that the system has approximately one hour after, which it will return and the battery can be replaced. The system must remain in the line of sight approximately 1.5 miles.

The City Council recessed at 6:57 p.m. to the Regular Meeting.

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers

450 E. Latham Avenue

Call to Order

Mayor Smith called the meeting to order at 7:01 p.m.

Roll Call

PRESENT: Council Members Krupa and Wright, Mayor Pro Tem Milne and Mayor Smith

ABSENT: Council Member Youssef

Council Member Wright moved and Council Member Krupa seconded a motion to excuse Council Member Youssef. Motion carried 4-0.

OTHERS PRESENT: City Manager Hill, Assistant City Attorney Jex and City Clerk McComas

Invocation

Invocation was given by Mayor Smith

Pledge of Allegiance

Pledge of Allegiance was led by Mayor Smith

City Council Business Consent Calendar

2. **Receive and File** – Investment Portfolio as of August 2014
3. **Receive and File** – Warrant Registers
 - a. Warrant registers dated October 30, 2014 in the amount of \$1,410,983.87 and October 31, 2014 in the amount of \$3,647,459.13. Payroll for the period of October 13, 2014 to October 26, 2014 was \$614,502.08.
4. **Recommendation by City Clerk** – Designated Employees to Complete Ethics Training
 - a. Adopt a resolution requiring certain designated employees to complete Ethics Training per Government Code section 53235(c)(2).
Resolution No. 4605
5. **Recommendation by Police Department** - FY14 State Homeland Security Grant Program (SHSP) - Authorized Agent
 - a. Adopt a resolution for Authorized Agent of the FY14 State Homeland Security Grant. Acceptance of the grant will be requested at a later date.
Resolution No. 4606
6. **Recommendation by Police Department** – 2014/15 CA Office of Traffic Safety - Selective Traffic Enforcement Grant
 - a. Accept the 2014/15 California Office of Traffic Safety (OTS) Grant in the amount of \$85,992; and
 - b. Upon receipt of the award, direct the Finance Department to establish an expenditure account and budget for the grant performance period.

7. **Recommendation by Community Investment** – Support for Riverside County Military Installations
 - a. Adopt a resolution expressing support for March Air Reserve Base and Naval Surface Warfare Center Corona opposing any closure or downsizing resulting from proposed Federal Base Realignment and Closure Act (BRAC).
Resolution No. 4607

8. **Recommendation by Public Works** – Agreement for Services - Water Rate Study and System Market Valuation
 - a. Approve award of Agreement for Services to Bartle Wells Associates of Berkeley, California, to conduct a Water Rate Study and System Market Valuation; and
 - b. Approve purchase order in an amount not to exceed \$64,785.00; and
 - c. Authorize the City Manager to execute an agreement with Bartle Wells Associates in the same; and
 - d. Approve a 10% contingency (6,478.50) budget for unforeseen scope changes; and
 - e. Authorize the City Manager to directly contract with Herum/Crabtree/Suntag Attorneys for the legal services portion of the consultation, *if advantageous to the City*, deducting that amount from the purchase order authorization to Bartle Wells Associates.

Council Member Krupa moved and Mayor Pro Tem Milne seconded a motion to approve the Consent Calendar as presented. Motion carried 4-0.

Approval of Minutes

9. October 28, 2014

Mayor Pro Tem Milne moved and Council Member Krupa seconded a motion to approve the minutes as presented. Motion carried 3-1. Mayor Smith abstained.

Public Hearing

10. **Downtown Project Review No. 14-001** – Community Development Director Elliano
 - a. Conduct a public hearing; and
 - b. Adopt a resolution approving Downtown Project Review No. 14-001 for a proposed facade improvement to an existing building located at 102 East Florida Avenue and subject to Conditions of Approval; and
 - c. Direct staff to file a Notice of Exemption with the County Clerk.
Resolution No. 4608

Deanna Elliano, Community Development Director, gave the City Council a powerpoint presentation regarding Downtown Project Review No. 14-001. The applicant is Simon Chu. The project location is the northeast corner of East Florida Avenue and North State Street, 102 E. Florida Avenue. This is a request for City Council approval of the proposed facade improvements to the existing building, known as the Gibbel Hardware Building. The Planning Commission recommended approval at its November 4, 2014 meeting. A zoning map and a

bird's eye view of the area were displayed. The building was constructed in the early 1890's by H.T. Hewitt. The building was purchased in 1903 by Isaac M. Gibbel for the Gibbel Hardware store. Isaac B. Gibbel took over the business after the death of his father in 1905. The hardware business was taken over by Owen W. Gibbel and Ruth Gibbel Handcock. The building was extensively remodeled in 1958 by Ruth & Clifford Handcock and the business was sold in 1963. The building was purchased by Simon Chu in 1999. Sharkey's restaurant was established in 2004. Pictures of the building exterior and interior as I.B. Gibbel Hardware were displayed as well as a picture of Isaac Brubacker Gibbel. A Thomas Kinkade painting of the Hemet Depot showed the Gibbel building in the background. Pictures of the existing elevation of the Gibbel building were displayed. Pictures of the surrounding buildings were also displayed. Artist renderings of the proposed improvements were displayed. As well as the proposed rear court concept. Staff is recommending the following Conditions of Approval: exterior color scheme; submission of rear building improvement plan; one (1) planter for every 20 linear feet; exterior trash enclosure; exterior building illumination; exterior awnings – color and material; building sign program; and a commemorative plaque. The project is consistent with the General Plan, Zoning and the Design Guidelines. The design, scale, height, and layout are compatible. The proposed improvements are compatible with the surrounding area. Staff is recommending adoption of a resolution approving DPR 14-001 and direction to file a Notice of Exemption with the County Clerk.

Mayor Smith, asked if the intent is to still call it the Gibbel Building?

Ms. Elliano, confirmed that staff is recommending that.

Council Member Wright, expressed concern that the downtown improvements are being done one building at a time. Council Member Wright asked about a timeline for the downtown plan.

Ms. Elliano, we are currently working with SCAG and hopeful to have a selection by January. Funding is limited but we do want more comprehensive downtown guidelines especially in the core downtown area.

Council Member Wright, asked if staff has looked into main street funding programs. The City of Lancaster received a significant amount of money from Community First and received an award for their downtown project.

Ms. Elliano, most of the funding options available are for associations. Staff will continue to monitor funding options.

Mayor Smith declared the Public Hearing opened at 7:17 p.m.

There were no public comments presented at this time.

Mayor Smith declared the Public Hearing closed at 7:17 p.m.

Council Member Krupa, confirmed that staff will keep an eye on what is done to the building. Council Member Krupa confirmed that the uncovered brick will be retained.

Ms. Elliano, as long as the structural integrity of the building is maintained.

Mayor Pro Tem Milne, asked if the building is on the Historical registry.

Ms. Elliano, not the State or National register. Hemet has a local Historical Building register. The building was seismically retrofit in the 90's.

Council Member Wright moved and Mayor Pro Tem Milne seconded a motion to approve this item as presented. Motion carried 4-0.

11. **Zoning Ordinance Amendment No. 14-005 (Congregate Care Facilities)** – Community Development Director Elliano
- a. Conduct a public hearing; and
 - b. Introduce, read by title only and waive further reading of an ordinance approving ZOA 14-005, a City-initiated action amending Chapter 90 (Zoning) of the Hemet Municipal Code to update and expand the definitions to certain types of congregate living facilities, and to establish their use in the Multiple Family Residential Commercial, Downtown, and Institutional Zones.

Ordinance Bill No. 14-071

Deanna Elliano, Community Development Director, this ordinance will update the City's Municipal Code and expand the definition to be consistent with the marketplace and terminology. This ordinance proposes to remove the following terms from Section 90-4: Home for the Aged; Rest Home; and Sanitarium. The ordinance will add the following terms to Section 90-4: Assisted Living Facility; Congregate Care Facility; Continuing Care Retirement Community; Skilled Nursing Facility; and Senior Housing and amend the following definitions: Boarding House; Convalescent Hospital; and Rooming House. This ordinance will allow these uses by Condition Use Permit in Multiple Family Zones, Commercial Zones, Downtown Zones and Institutional Zone. ZOA 14-005 was unanimously recommended for approval by the Planning Commission.

Mayor Smith declared the Public Hearing opened at 7:25 p.m.

There were no public comments presented at this time.

Mayor Smith declared the Public Hearing closed at 7:26 p.m.

Mayor Pro Tem Milne moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 4-0.

The Ordinance was read by title only.

Discussion/Action Item

12. **Appointment of Replacement for the Unexpired Term on the Riverside County Board of Supervisors, District #3** – City Manager Hill

- a. Consider approval of a letter to the Governor supporting the appointment of Ms. Rose Salgado to fill the unexpired term for Riverside County Board of Supervisors, 3rd District.

Wally Hill, City Manager, Riverside County District 3 Supervisor Jeff Stone is the presumed winner of the State Senate race for District 28. The Governor will be the one replacing the Supervisor 3 position for the unexpired term. Council Member Krupa requested that the City Council consider a letter of support for Rose Salgado to the Governor as a suitable replacement for Jeff Stone.

Council Member Krupa, this request was brought up by a number of residents. It is felt that of all of the interested appointees, someone from our valley would have our best interests at heart. I believe that Rose has shown that she is concern with the Valley and outside of the valley. I would recommend that the City Council consider sending a letter of support. Residents and other agencies have already sent their letters of support for Ms. Salgado.

Mayor Pro Tem Milne, suggested that Council Member's send individual letters of support instead of one from the entire City Council. Some of us might be in support of other appointees, such as Dennis Hollingsworth.

Council Member Krupa, at this time the only applicants to my knowledge are Rose Salgado, Mike Naggar, Charles Washington and Randon Lane.

Council Member Wright, if Dennis Hollingsworth is not one of the applicants, the only applicant that would represent our interest is Rose Salgado.

Council Member Krupa moved and Council Member Wright seconded a motion to approve this item as presented. Motion failed 2-2. Mayor Pro Tem Milne and Mayor Smith voted No.

Communications from the Public

Scott Moore, Hemet, witnessed an accident on November 15, 2014 that involved an on duty police officer. Mr. Moore expressed concern that these accidents happen because the Police Department is under staff and not funded appropriately.

Chief Brown, confirmed that there was an on duty accident and will send a briefing to the City Council.

Charles Gunn, Hemet, moved here 5 months ago and was recently robbed. Mr. Gunn wanted to express in gratitude to the Police Department for a job well done. Mr. Gunn expressed concern with the traffic volume and speed on Whittier Avenue between Lyon and Palm Avenues and requested that a stop sign be considered.

Mayor Smith requested that the City Manager follow-up with Mr. Gunn.

Melissa Diaz Hernandez, Hemet, a new council majority means we will retain our local fire department and local control. Ms. Diaz Hernandez expressed concern that thousands of dollars of taxpayers money was spent on something that the taxpayers did not want. That money should have spent on public safety.

City Council Reports

13. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Traffic and Parking Commission
2. Riverside Conservation Authority (RCA)
3. Ramona Bowl Association

Council Member Krupa invited the City Council to attend the first reading of the revised "Ramona" at the Autry Museum in LA on November 22, 2014.

4. Indian Gaming Distribution Fund
5. Riverside Transit Agency (RTA)

New time schedules and routes will go into effect in February 2015. The revisions will improve travel between the San Jacinto and Menifee campuses, extending the hours to 10:00 p.m. to accommodate students taking evening courses.

Council Member Krupa participated in RTA's Bus Rodeo held on November 8th.

6. Watermaster Board

Council Member Krupa attended Hemet Elementary school groundbreaking ceremony.

Council Member Krupa attended the Grand Opening of the remodeled McDonald's on east Florida.

Council Member Krupa attended Trinity Lutheran Church's 100 year celebration.

Council Member attended the Valley Queens Pageant at the Historic Hemet Theater.

Council Member Krupa attended the Valley Veteran's Day event. Great cooperative event between the Cities of Hemet and San Jacinto, the Soboba Indians and the Hemet-San Jacinto Exchange Club

B. Council Member Wright

1. Park Commission
2. Planning Commission

The Planning Commission heard the presentation on the Downtown project and a proposed 3-story apartment complex on Latham Avenue.

3. Indian Gaming Distribution Fund
4. Riverside County Habitat Conservation Agency (RCHCA)
5. Ramona Bowl Association

Council Member Wright attended Hemet Elementary school's groundbreaking ceremony. Council Member Wright attended "The Big Give". Riverside County non-profits fared well. CASA came in #1 and T.H.E. Center came in 19th. Council Member Wright attended the east Florida McDonald's grand opening. Council Member Wright attended the Valley Queens pageant. Council Member Wright attended the Valley Veteran's Day event. Council Member Wright reminded the City Council that the Dedication of the Fire Department's Paramedic Program is November 21, 2014.

C. Council Member Youssef

1. Western Riverside County of Governments (WRCOG)
2. Riverside County Transportation Commission (RCTC)

D. Mayor Pro Tem Milne

1. Library Board
2. League of California Cities
3. Riverside County Habitat Conservation Agency (RCHCA)
4. Riverside Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)
6. Disaster Planning Commission

Mayor Pro Tem Milne was unable to attend the grand opening of McDonald's but thanked Chief Brown for taking her son.

E. Mayor Smith

1. League of California Cities
2. Riverside County Transportation Commission (RCTC)
3. Western Riverside County of Governments (WRCOG)
4. Public Safety Update
5. Hemet Community Activities

Mayor Smith expressed his respect and honor for Chief Brown's commitment to the Community and is lucky to consider him a friend.

F. Ad-Hoc Committee Reports

1. Crime Stoppers Plus Ad-Hoc Committee
2. West Hemet MSHCP Ad-Hoc Committee
3. Regent Development Agreement Ad-Hoc Committee

G. City Manager Hill

1. Manager's Reports

Wally Hill, City Manager, announced that the Department's Goals and Objectives and Performance Indicators for the first quarter will be posted on the City's website.

Future Agenda Items

There were no future agenda items requested at this time.

Adjournment

Adjourned at 7:54 p.m. to Tuesday, December 9, 2014 at 7:00 p.m.



AGENDA # 2

Staff Report

To: Honorable Mayor and Members of the City Council

From: Wally Hill, City Manager *Wally Hill*
Sarah McComas, City Clerk

Date: December 9, 2014

SUBJECT: Resolution Certifying the results of the November 4, 2014
Consolidated General Election

RECOMMENDATION:

Staff respectfully requests that the City Council adopt Resolution Bill No. 14-079 reciting the fact of the consolidated General Election on November 4, 2014 and declaring the results.

Respectfully submitted,

Sarah McComas
City Clerk

Legal Review,

Eric S. Vail
City Attorney



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-079**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL ELECTION HELD IN SUCH CITY ON NOVEMBER 4, 2014, DECLARING THE RESULT THEREOF AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW

Whereas, a general election was held and conducted in the City of Hemet, California, on Tuesday, November 4, 2014, as required by law; and

Whereas, pursuant to Ordinance No. 871, adopted December 8, 1981, the election was consolidated with the general election and the Registrar of Voters canvassed the returns of said election and has certified the results to this City Council, said results were received, attached and made a part hereof as "Exhibit A"; and

Whereas, notice of said election was duly and regularly given in time, form and manner as provided by law; and that in all respects said election was held and conducted and the votes cast thereat, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections code of the State of California.

NOW, THEREFORE, the City Council of the City of Hemet does hereby resolve, declare, determine and order as follows:

Section 1 That there were 22 precincts establishing for the purpose of holding said election consisting of the regular election precincts in said City as established for holding of state and county elections, and that the County Registrar of Voters canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

Section 2 As required by laws relating to cities in the State of California that the general municipal election was held for the purposes of: 1) electing two (2) members of the City Council of said City for a full term of four (4) years.

Section 3 That the whole number of ballots cast was 14856 for a total of 24,580 votes cast in said City.

1 **Section 4** That the names of persons voted for at said election for Member of the
2 City Council are:

3
4 Craig Smarker

5 Larry Smith

6 K. Paul Raver

7 Paula Licitra

8 Patricia Axelrod

9 Robert Masson

10 Linda Krupa

11
12 **Section 5** The City Council does declare and determine that:

13
14 Linda Krupa was elected as Member of the City Council of said City for a
15 full term of four (4) years; and

16
17 K. Paul Raver was elected as Member of the City Council of said City for a
18 full term of four (4) years; and

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20
21 **Section 6** This Resolution shall be put in the official records to comply with the
22 Election Code requiring a statement of the result of said election:

- 23
24 1. The whole number of votes cast in the City; and
25 2. The names of the person voted for; and
26 3. For what office each person was voted for; and
27 4. The number of votes given at each precinct to each person; and
28 5. The number of votes given in the City to each person.
29
30

31 **Section 7** That the City Clerk shall immediately make and deliver to each of such
32 persons so elected a Certificate of Election signed by the City Clerk and
33 duly authenticated; that the City Clerk shall administer to the elected
34 Members of the City Council, the Oath of Office prescribed in the State
35 Constitution of the State of California and shall have them subscribe
36 thereto and file the same in the office of the City Clerk. Whereupon, each
37 and all of the said persons so elected shall be inducted into the respective
38 office to which they have been elected.
39

40 **Section 8** That the City Clerk shall certify the passage and adoption of this
41 resolution; shall enter the same in the book of original resolutions of said
42 City; and shall make a minute passage and adoption thereof in the records
43 of the proceedings of the City Council of said City in the minutes of the
44 meeting at which the same is passed and adopted.

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PASSED, APPROVED, AND ADOPTED this 9th day of December, 2014.

Larry Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

1 State of California)
2 County of Riverside)
3 City of Hemet)
4

5 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
6 foregoing Resolution is the actual Resolution adopted by the City Council of the City
7 of Hemet and was passed at a regular meeting of the City Council on the 9th day of
8 December, 2014 by the following vote:
9

10 AYES:
11 NOES:
12 ABSTAIN:
13 ABSENT:
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Sarah McComas, City Clerk

REBECCA SPENCER
Registrar of Voters



2724 Gateway Drive
Riverside, CA 92507-0918
(951) 486-7200 • FAX (951) 486-7272
TTY (951) 697-8966
www.voteinfo.net

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

November 21, 2014

Sarah McComas
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Dear Ms. McComas:

Enclosed is our certificate to the results of the canvass of election returns for your Consolidated General Election held on November 4, 2014.

The Certificate of Election forms were given to you at the seminar in June. An invoice for services rendered will be mailed to you under a separate cover. Please let me know if I can be of any further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca Spencer".

REBECCA SPENCER
Registrar of Voters

Enclosures



REBECCA SPENCER
Registrar of Voters

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Riverside, CA 92507-0918
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**REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE**

**CERTIFICATE OF REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS**

State of California)
) ss.
County of Riverside)

I, **REBECCA SPENCER**, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on November 4, 2014, as part of the Consolidated General Election in the

CITY OF HEMET

and I further certify that the statement of votes cast, to which this certificate is attached, shows the whole number of votes for each candidate for elective office at said election, in said City, and in each precinct therein, and that the totals as shown for each candidate are full, true, and correct.

Dated this 21st day of November 2014.



REBECCA SPENCER
Registrar of Voters

100079		NO PARTY PREFERENCE MEMBER, CITY COUNCIL CITY OF HEMET												
	Registration	Ballots Cast	Turnout (%)		CRAIG SMARKER	LARRY SMITH	K. PAUL RAVER	PAULA LICITRA	PATRICIA AXELROD	ROBERT MASSON	LINDA KRUPA			
31001 - HEMET	0	0	0.00		0	0	0	0	0	0	0			
31001 - Vote by Mail Reporting	0	0	0.00		0	0	0	0	0	0	0			
31002 - HEMET	2476	348	14.05		29	113	126	22	23	116	139			
31002 - Vote by Mail Reporting	2476	1138	45.96		87	344	382	72	91	432	538			
31006 - HEMET	2006	289	13.41		26	62	100	17	21	67	135			
31006 - Vote by Mail Reporting	2006	418	20.84		42	108	128	32	49	136	195			
31011 - HEMET	2524	348	13.79		28	105	108	31	24	105	154			
31011 - Vote by Mail Reporting	2524	897	35.54		87	217	361	60	56	295	419			
31015 - HEMET	807	57	7.06		6	12	16	8	3	21	20			
31015 - Vote by Mail Reporting	807	109	13.51		8	22	21	12	16	34	39			
31016 - HEMET	162	1	0.62											
31016 - Vote by Mail Reporting	162	80	37.04		6	11	21	4	5	12	36			
31018 - HEMET	96	1	1.04				*****							
31018 - Vote by Mail Reporting	96	56	58.33		7	24	14	2	1	23	25			
31021 - HEMET	1140	221	19.39		23	39	98	27	16	54	123			
31021 - Vote by Mail Reporting	1140	402	35.26		40	86	158	84	27	108	192			
31023 - HEMET	2466	335	13.58		21	78	125	26	33	79	165			
31023 - Vote by Mail Reporting	2466	876	35.52		82	226	317	70	70	276	436			
31030 - HEMET	2068	253	12.23		16	60	80	24	28	68	101			
31030 - Vote by Mail Reporting	2068	539	26.05		42	114	193	48	60	166	250			
31035 - HEMET	1426	165	11.57		11	23	75	27	18	34	89			
31035 - Vote by Mail Reporting	1426	305	21.39		25	86	109	29	37	76	156			
31038 - HEMET	997	163	16.35		22	35	62	7	14	65	70			
31038 - Vote by Mail Reporting	997	255	25.58		27	60	106	11	15	85	138			
31043 - HEMET	2294	294	12.82		22	68	102	16	28	75	130			
31043 - Vote by Mail Reporting	2294	774	33.74		62	195	316	38	43	244	387			
31048 - HEMET	1974	266	13.48		23	66	98	18	23	87	124			
31048 - Vote by Mail Reporting	1974	645	32.67		54	169	266	40	47	206	344			
31054 - HEMET	2152	275	12.78		30	67	90	17	23	66	126			
31054 - Vote by Mail Reporting	2152	739	34.34		70	198	282	58	80	233	353			
31057 - HEMET	1793	196	10.93		18	39	62	21	15	54	86			
31057 - Vote by Mail Reporting	1793	314	17.51		33	81	108	27	34	109	140			
31060 - HEMET	1066	163	15.29		18	35	60	9	10	42	88			
31060 - Vote by Mail Reporting	1066	371	34.80		34	95	145	25	34	121	172			
31061 - HEMET	1508	216	14.32		16	64	63	15	19	68	84			
31061 - Vote by Mail Reporting	1508	435	28.85		33	145	130	17	38	177	169			
31068 - HEMET	1750	242	13.83		15	51	118	15	16	56	135			
31068 - Vote by Mail Reporting	1750	1065	60.86		29	252	481	63	73	304	602			
31070 - HEMET	2214	244	11.02		29	50	73	18	28	58	105			
31070 - Vote by Mail Reporting	2214	602	27.19		55	132	202	59	57	203	283			
31072 - HEMET	1145	144	12.59		13	39	37	15	17	35	67			
31072 - Vote by Mail Reporting	1145	246	21.48		24	67	86	16	29	73	117			
31084 - HEMET	1490	162	10.87		18	36	45	7	18	65	70			
31084 - Vote by Mail Reporting	1490	247	16.58		31	66	71	31	41	82	94			
Precinct Totals	33555	4363	13.00		384	1042	1540	340	375	1215	2012			
Vote by Mail Reporting Totals	33555	10493	31.27		925	2698	3897	799	883	3385	5085			
Grand Totals	33555	14856	44.27		1309	3740	5437	1139	1258	4800	7097			
Riverside County	33555	14856	44.27		1309	3740	5437	1139	1258	4800	7097			
36th Congressional District	33555	14856	44.27		1309	3740	5437	1139	1258	4800	7097			
23rd Senatorial District	33555	14856	44.27		1309	3740	5437	1139	1258	4800	7097			
42nd Assembly District	19900	8546	42.94		763	2081	3190	706	693	2565	4104			
67th Assembly District	13655	6310	46.21		546	1659	2247	433	665	2035	2993			
State Bd. of Equalization, Dist 4	33555	14856	44.27		1309	3740	5437	1139	1258	4800	7097			
3rd Supervisorial District	33555	14856	44.27		1309	3740	5437	1139	1258	4800	7097			
City of Hemet	33555	14856	44.27		1309	3740	5437	1139	1258	4800	7097			



Staff Report

TO: Honorable Mayor and members of the City Council
FROM: Judith L. Oltman, City Treasurer
DATE: December 9, 2014
RE: Investment Portfolio as of September 2014

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

The summary statement of activity and balances of the Treasurer's Investment Portfolio for the month of September 2014 is forwarded herewith for your review.

On 9/18/14 we purchased a 5 year/1year call FNMA #2278 for \$1,000,000 at 2%. On 9/19/14 we purchased a 5 year/3 month call FHLMC #2279 for \$1,000,000 at 2.00%. On 9/26/14 we purchased a 4.5 year NCD Park National Bank #3182 for \$249,000 at 2.10%. On 9/2/14 our Goldman Sachs #3140 matured and our FFCB #2270 was called.

I hereby certify that this report accurately reflects all City of Hemet pooled investments and is in conformity with the investment policy of the City of Hemet and that a copy hereof is on file in the office of the City Clerk. Our third party custodial bank, Bank of New York Mellon, has provided us with the monthly market values.

It is further certified that there is sufficient liquidity to meet the next six months' estimated day-to-day operational expenses.

Respectfully Submitted,

Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

SEPTEMBER 2014

INVESTMENT CLASSIFICATIONS	MONTHLY ACTIVITY	CONSOLIDATED BALANCE
PORTFOLIO AS OF AUGUST	64,766,065.59	
CERTIFICATES OF DEPOSIT		
Placed this month	249,000.00	
Matured this month	-249,000.00	
Balance		7,186,000.00
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits		
Withdrawals	-10,000,000.00	
Balance		23,216,199.67
LOCAL AGENCY INVESTMENT FUND: City of Hemet		
Deposits		
Withdrawals		
Balance		1,880.52
BANK OF NEW YORK MELLON Custodial Acct.		
Deposits	2,780,726.67	
Withdrawals	-2,281,742.97	
Balance		2,007,347.50
MONEY MARKET ACCTS.		
Deposits		
Withdrawals		
Balance		200,000.00
CITIBANK: Money Market Account		
Deposits	32,809.87	
Withdrawals	-680,000.00	
Balance		625,305.59
CITIBANK: Money Market Account 3		
Deposits	11,180,013.66	
Withdrawals	-5,200,000.00	
Balance		7,767,139.54
MUNICIPAL BONDS & NOTES		
Deposits		
Withdrawals		
Balance		11,195,000.00
GOVERNMENT AGENCIES		
2252 1.0% FNMA 8/21/17		500,000.00
2253 1.0% FNMA 11/29/17		500,000.00
2254 1.0% FHLB 1/17/18		500,000.00
2255 1.15% FNMA 2/28/18		500,000.00
2256 1.10% FHLMC 4/17/18		500,000.00
2257 1.15% FHLMC 4/25/18		500,000.00
2258 1.0% FNMA 4/30/18		500,000.00
2259 .70% FNMA 4/30/18		500,000.00
2260 1.0% FNMA 5/21/18		500,000.00
2261 1.17% FHLB 6/13/18		500,000.00
2262 1.40% FHLMC 6/26/18		500,000.00
2263 1.45% FHLB 6/27/18		500,000.00
2265 1.55% FHLMC 7/17/18		500,000.00
2270 2.28% FFCB 9/11/18	-500,000.00	
2274 1.81% FFCB 11/19/18		500,000.00
2276 2.07% FHLB 4/16/19		500,000.00
2277 2.00% FNMA 8/27/19		500,000.00
2278 2.0% FNMA 9/18/19	1,000,000.00	1,000,000.00
2279 2.0% FHLMC 9/19/19	1,000,000.00	1,000,000.00
PORTFOLIO BALANCE AS OF SEPTEMBER 2014	62,098,872.82	62,098,872.82

INTEREST EARNINGS	14-15 FISCAL YEAR-TO-DATE	
EARNINGS BALANCE AS SEPT. 1, 2014		-39,688.19
CERTIFICATES OF DEPOSIT INT.	7,519.17	
OTHER GOVERNMENT SECURITIES	28,500.00	
CITIBANK MONEY MARKET ACCOUNT	83.20	
CITIBANK MONEY MARKET ACCOUNT 3	525.69	
BANK OF NY MONEY MARKET ACCT.	24.91	
LOCAL AGENCY INVESTMENT FUNDS		
City of Hemet Interest		
City of Hemet Interest		
MONTHLY EARNINGS TOTAL	36,652.97	36,652.97
MEMO ONLY:		
MERCHANT BANK CHG.	-4,234.61	
LIBRARY CREDIT CARD FEES	-100.34	
ARMORED CAR	-544.74	
ASSET SEIZURE FUNDS	-23.15	
Charges as of AUG. 1, 2014	-8,960.89	
	-13,863.73	
14-15 YEAR-TO-DATE INTEREST EARNINGS		-3,035.22

**CITY OF HEMET
Portfolio Management
Portfolio Summary
September 30, 2014**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	1,979,000.00	2,002,870.88	1,979,000.00	3.18	1,599	581	1.517	1.538
Managed Pool Accounts	23,218,080.19	23,218,080.19	23,218,080.19	37.33	1	1	0.256	0.260
Passbook/Checking Accounts	10,499,792.63	10,499,792.63	10,499,792.63	16.88	1	1	0.355	0.360
Local Government Bonds	6,195,000.00	6,279,810.85	6,263,315.87	10.07	1,608	966	3.332	3.378
Medium Term Notes	5,000,000.00	4,981,925.00	5,028,513.76	8.08	1,792	1,599	1.843	1.869
Federal Agency Issues - Coupon	10,000,000.00	9,912,921.85	10,000,000.00	16.08	1,826	1,444	1.412	1.432
Negotiable CDs	5,207,000.00	5,218,337.19	5,207,000.00	8.37	1,678	1,154	1.481	1.501
Investments	62,098,872.82	62,113,738.59	62,195,702.45	100.00%	792	574	1.040	1.054

Cash and Accrued Interest								
Accrued Interest at Purchase		18,002.79	18,002.79					
Subtotal		18,002.79	18,002.79					
Total Cash and Investments	62,098,872.82	62,131,741.38	62,213,705.24		792	574	1.040	1.054

Total Earnings	September 30 Month Ending
Current Year	50,565.68
Average Daily Balance	62,900,984.59
Effective Rate of Return	0.98%

JUDITH L. OLTMAN, TREASURER

Reporting period 09/01/2014-09/30/2014

Run Date: 11/17/2014 - 16:16

No fiscal year history available

Portfolio COFH
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
September 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
02004MB51	3124	Ally Bank		07/30/2010	247,000.00	251,312.64	247,000.00	2.450		2.451	302	07/30/2015
06740KEX1	3146	BARCLAYS BANK DE		12/07/2011	247,000.00	252,172.03	247,000.00	1.900		1.902	798	12/07/2016
05568PYZ4	3130	BMW BANK OF NORTH AMERICA, UT		10/22/2010	248,000.00	248,205.89	248,000.00	1.550		1.551	21	10/22/2014
SYS3174	3174	BANK OF HEMET		09/06/2013	494,000.00	494,000.00	494,000.00	0.500		0.500	706	09/06/2016
SYS3144	3144	BANK OF THE WEST		10/12/2011	249,000.00	253,506.05	249,000.00	1.750		1.750	742	10/12/2016
SYS3136	3136	CIT BANK		08/24/2011	247,000.00	251,762.26	247,000.00	1.800		1.800	693	08/24/2016
36160WVR7	3132	G.E. Capital Financial, Inc.		08/12/2011	247,000.00	251,912.01	247,000.00	1.850		1.850	681	08/12/2016
Subtotal and Average			1,987,266.67		1,979,000.00	2,002,870.88	1,979,000.00			1.538	581	
Managed Pool Accounts												
SYS1001	1001	LOCAL AGENCY INVESTMENT FUND			23,216,199.67	23,216,199.67	23,216,199.67	0.260		0.260	1	
SYS1002	1002	LOCAL AGENCY INVEST. FUND			1,880.52	1,880.52	1,880.52	0.260		0.260	1	
Subtotal and Average			27,884,746.86		23,218,080.19	23,218,080.19	23,218,080.19			0.260	1	
Passbook/Checking Accounts												
SYS5009	5009	BANK OF NEW YORK			2,007,347.50	2,007,347.50	2,007,347.50			0.000	1	
SYS5001	5001	Citibank			525,305.59	525,305.59	525,305.59	0.450		0.450	1	
SYS5004	5004	CITIBANK3			7,767,139.54	7,767,139.54	7,767,139.54	0.450		0.450	1	
SYS5011	5011	RABOBANK		02/28/2013	200,000.00	200,000.00	200,000.00	0.260		0.260	1	
Subtotal and Average			7,745,134.80		10,499,792.63	10,499,792.63	10,499,792.63			0.360	1	
Local Government Bonds												
048339SE6	5018	ATLANTIC CITY N.J.		06/02/2014	465,000.00	481,005.30	491,401.61	3.953	A	2.075	1,278	04/01/2018
048339SF3	5019	ATLANTIC CITY N.J.		06/02/2014	440,000.00	457,010.40	469,594.11	4.253	A	2.651	1,643	04/01/2019
404476HH9	5022	HABERSHAM COUNTY HOSPITAL AUTH		08/13/2014	795,000.00	791,088.60	800,560.85	2.250		2.080	1,584	02/01/2019
423542KL2	5006	HEMET UNIFIED SCHOOL DISTRICT		07/22/2010	2,000,000.00	2,035,060.00	1,996,964.59	5.375		5.609	273	07/01/2015
533020DC4	5012	CITY OF LINCOLN		03/02/2013	995,000.00	1,010,611.55	995,000.00	3.000		3.000	336	09/02/2015
650035J66	5015	NEW YORK STATE REVENUE BONDS		03/25/2014	500,000.00	499,095.00	498,942.61	2.000		2.050	1,626	03/15/2019
13063CKL3	5017	STATE OF CALIFORNIA		05/16/2014	1,000,000.00	1,005,940.00	1,010,852.10	2.250		2.000	1,673	05/01/2019
Subtotal and Average			6,263,859.07		6,195,000.00	6,279,810.85	6,263,315.87			3.378	966	
Medium Term Notes												
037833AQ3	5016	APPLE		05/15/2014	1,000,000.00	1,000,300.00	1,006,098.83	2.100		1.960	1,678	05/06/2019
084670BL1	5023	BERKSHIRE HATHAWAY		08/14/2014	1,000,000.00	994,580.00	1,004,606.49	2.100		2.000	1,778	08/14/2019

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
September 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
14912L6B2	5020	CATERPILLAR		06/09/2014	1,000,000.00	993,010.00	1,003,554.18	2.100	A	2.020	1,712	06/09/2019
36962G7G3	5014	G.E. CAPITAL CORP.		03/14/2014	500,000.00	504,930.00	509,192.97	2.300		1.932	1,566	01/14/2019
68389XAN5	5010	ORACLE		03/28/2013	500,000.00	496,395.00	500,738.47	1.200		1.150	1,110	10/15/2017
90261XHE5	5024	UBS AG STAMFORD CT		08/18/2014	500,000.00	495,610.00	501,942.36	2.375		2.290	1,778	08/14/2019
94974BFG0	5013	WELLS FARGO		04/26/2013	500,000.00	497,100.00	502,380.46	1.500		1.350	1,203	01/16/2018
Subtotal and Average			5,028,777.19		5,000,000.00	4,981,925.00	5,028,513.76			1.869	1,599	
Federal Agency Issues - Coupon												
3133EDA51	2274	FEDERAL FARM CREDIT BANKS		11/19/2013	500,000.00	501,090.00	500,000.00	1.810		1.810	1,510	11/19/2018
313381MV4	2254	FEDERAL HOME LOAN BANK		01/17/2013	500,000.00	494,340.00	500,000.00	1.050		1.050	1,204	01/17/2018
313383GY1	2261	FEDERAL HOME LOAN BANK		06/13/2013	500,000.00	493,135.00	500,000.00	1.170		1.170	1,351	06/13/2018
313383JZ53	2263	FEDERAL HOME LOAN BANK		06/27/2013	500,000.00	495,945.00	500,000.00	1.450		1.450	1,365	06/27/2018
3130A1GQ5	2276	FEDERAL HOME LOAN BANK		04/15/2014	500,000.00	499,030.00	500,000.00	2.070		2.070	1,657	04/15/2019
3134G37C8	2256	FEDERAL HOME LOAN MTG ASSOC.		04/17/2013	500,000.00	495,480.00	500,000.00	1.100		1.100	1,294	04/17/2018
3134G37H7	2257	FEDERAL HOME LOAN MTG ASSOC.		04/25/2013	500,000.00	493,835.00	500,000.00	1.150		1.150	1,302	04/25/2018
3134G47G7	2262	FEDERAL HOME LOAN MTG ASSOC.		06/26/2013	500,000.00	495,870.00	500,000.00	1.400		1.400	1,364	06/26/2018
3134G4BG2	2265	FEDERAL HOME LOAN MTG ASSOC.		07/17/2013	500,000.00	498,046.85	500,000.00	1.550		1.550	1,385	07/17/2018
3134G5GY5	2279	FEDERAL HOME LOAN MTG ASSOC.		09/19/2014	1,000,000.00	995,600.00	1,000,000.00	2.000		2.000	1,814	09/19/2019
3135G0NF6	2252	FEDERAL NTL MORTGAGE ASSOC.		08/21/2012	500,000.00	496,830.00	500,000.00	1.000		1.000	1,055	08/21/2017
3136G04U2	2253	FEDERAL NTL MORTGAGE ASSOC.		11/29/2012	500,000.00	494,280.00	500,000.00	1.000		1.000	1,155	11/29/2017
3135G0UN1	2255	FEDERAL NTL MORTGAGE ASSOC.		02/28/2013	500,000.00	491,740.00	500,000.00	1.150		1.146	1,246	02/28/2018
3135G0WN9	2258	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	490,160.00	500,000.00	1.000		1.000	1,307	04/30/2018
3136G1LB3	2259	FEDERAL NTL MORTGAGE ASSOC.		04/30/2013	500,000.00	493,575.00	500,000.00	0.750		0.740	1,307	04/30/2018
3135G0XG3	2260	FEDERAL NTL MORTGAGE ASSOC.		05/21/2013	500,000.00	490,560.00	500,000.00	1.000		1.000	1,328	05/21/2018
3136G23T2	2277	FEDERAL NTL MORTGAGE ASSOC.		08/27/2014	500,000.00	496,075.00	500,000.00	2.000		2.000	1,791	08/27/2019
3136G25Q6	2278	FEDERAL NTL MORTGAGE ASSOC.		09/18/2014	1,000,000.00	997,330.00	1,000,000.00	2.000		2.000	1,813	09/18/2019
Subtotal and Average			9,000,000.00		10,000,000.00	9,912,921.85	10,000,000.00			1.432	1,444	
Negotiable CDs												
02437PAG8	3173	AMERICAN NATIONAL BANK DALLAS		08/12/2013	248,000.00	248,000.00	248,000.00	1.250		1.251	1,046	08/12/2017
02587CAW0	3180	AMERICAN EXPRESS FSB		08/21/2014	247,000.00	249,183.55	247,000.00	2.100		2.101	1,785	08/21/2019
0606247B3	3176	BANK OF BARODA N.Y.		11/12/2013	248,000.00	248,000.00	248,000.00	2.150		2.151	1,504	11/13/2018
856284-E3-4	3147	BANK OF INDIA NEW YORK		04/27/2012	248,000.00	253,708.61	248,000.00	2.000		2.001	939	04/27/2017
17037TDV6	3169	CHOICE FINANCIAL GROUP		11/20/2012	248,000.00	245,200.50	248,000.00	1.000		1.001	1,146	11/20/2017
20033AAG13	3168	COMENITY CAPITAL BANK		10/25/2012	249,000.00	246,859.35	249,000.00	1.050		1.065	1,120	10/25/2017

Portfolio COFH
AP

CITY OF HEMET
Portfolio Management
Portfolio Details - Investments
September 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
20451PEN2	3175	COMPASS BANK		09/25/2013	247,000.00	250,164.56	247,000.00	2.000		2.001	1,455	09/25/2018
20786AAL9	3177	CONNECTONE BANK N.J.		12/13/2013	247,000.00	248,146.15	247,000.00	1.850		1.851	1,534	12/13/2018
2546714X5	3181	DISCOVER BANK		08/27/2014	247,000.00	249,191.04	247,000.00	2.100		2.101	1,791	08/27/2019
29976DNY2	3166	EVERBANK		10/15/2012	248,000.00	248,000.00	248,000.00	1.000		1.001	1,111	10/16/2017
373128DS3	3167	GEORGIA BANK AND TRUST		10/17/2012	249,000.00	246,497.40	249,000.00	1.000		1.014	1,112	10/17/2017
36159CRZ1	3126	GE Money Bank		07/30/2010	247,000.00	251,208.95	247,000.00	2.400		2.400	302	07/30/2015
48124JSB5	3171	JP MORGAN CHASE BANK		01/28/2013	248,000.00	248,000.00	248,000.00	0.850		0.850	1,215	01/28/2018
628779FJ4	3178	NBT BANK		06/06/2014	247,000.00	246,234.94	247,000.00	1.800		1.800	1,709	06/06/2019
700654AV8	3182	PARK NATIONAL BANK		09/26/2014	249,000.00	252,228.11	249,000.00	2.100		2.099	1,637	03/26/2019
74267GUQ8	3179	PRIVATEBANK & TRUST CO.		07/21/2014	247,000.00	247,000.00	247,000.00	2.000		2.001	1,755	07/22/2019
7865803L2	3164	SAFRA NATIONAL BANK		09/27/2012	249,000.00	249,000.00	249,000.00	0.800		0.800	362	09/28/2015
795450NR2	3163	SALLIE MAE		07/25/2012	248,000.00	248,000.00	248,000.00	1.200		1.200	299	07/27/2015
84603M2W5	3165	SOVEREIGN BANK		10/03/2012	249,000.00	249,011.60	249,000.00	0.750		0.750	2	10/03/2014
909557CL2	3170	United Bankers' Bank		11/29/2012	249,000.00	246,702.43	249,000.00	1.100		1.115	1,155	11/29/2017
94986TMF1	3172	WELLS FARGO		03/28/2013	248,000.00	248,000.00	248,000.00	1.000		1.000	1,274	03/28/2018
Subtotal and Average			4,991,200.00		5,207,000.00	5,218,337.19	5,207,000.00			1.501	1,154	
Total and Average			62,900,984.59		62,098,872.82	62,113,738.59	62,195,702.45			1.054	574	

CITY OF HEMET
Portfolio Management
Portfolio Details - Cash
September 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Average Balance			0.00	Accrued Interest at Purchase		18,002.79	18,002.79				0
				Subtotal		18,002.79	18,002.79				
Total Cash and Investments			62,900,984.59		62,098,872.82	62,131,741.38	62,213,705.24			1.054	574

CITY OF HEMET
Received Interest
Sorted by Issuer
Received September 1, 2014 - September 30, 2014

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Due	Date Received	Interest		Variance
								Amount Due	Amount Received	
BANK OF HEMET	SYS3174	3174	BCD	494,000.00	0.500	09/06/2014	09/10/2014	209.78	209.78	-
								Subtotal	209.78	209.78
BANK OF THE WEST	SYS3144	3144	BCD	249,000.00	1.750	09/12/2014	09/15/2014	370.09	370.09	-
								Subtotal	370.09	370.09
COMENITY CAPITAL BANK	20033AAG13	3168	NC2	249,000.00	1.050	09/25/2014	09/29/2014	225.14	222.05	-3.09
								Subtotal	225.14	222.05
COMPASS BANK	20451PEN2	3175	NC2	247,000.00	2.000	09/25/2014	09/29/2014	2,490.30	2,490.30	-
								Subtotal	2,490.30	2,490.30
CONNECTONE BANK N.J.	20786AAL9	3177	NC2	247,000.00	1.850	09/13/2014	09/16/2014	388.09	388.09	-
								Subtotal	388.09	388.09
FEDERAL FARM CREDIT BANKS	3133ECZB3	2270	FAC	0.00	2.280	09/11/2014	09/11/2014	5,700.00	5,700.00	-
								Subtotal	5,700.00	5,700.00
FEDERAL NTL MORTGAGE ASSOC.	3135G0UN1	2255	FAC	500,000.00	1.150	08/28/2014	09/02/2014	2,875.00	2,875.00	-
								Subtotal	2,875.00	2,875.00
GEORGIA BANK AND TRUST	373128DS3	3167	NC2	249,000.00	1.000	09/17/2014	09/18/2014	214.42	211.48	-2.94
								Subtotal	214.42	211.48
GOLDMAN SACHS	SYS3140	3140	BCD	0.00	1.200	09/02/2014	09/02/2014	32.35	32.61	0.26
		3140	BCD	0.00	1.200	08/29/2014	09/02/2014	1,488.00	1,500.23	12.23
		Subtotal	1,520.35	1,532.84						
CITY OF LINCOLN	533020DC4	5012	NCB	995,000.00	3.000	09/02/2014	09/03/2014	14,925.00	14,925.00	-
								Subtotal	14,925.00	14,925.00

CITY OF HEMET
Received Interest
Received September 1, 2014 - September 30, 2014

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate			Interest		Variance	
						Date Due	Date Received	Amount Due	Amount Received		
NEW YORK STATE REVENUE BONDS	650035J66	5015	NCB	500,000.00	2.000	09/15/2014	09/16/2014	5,000.00	5,000.00	-	
							Subtotal	5,000.00	5,000.00		
SAFRA NATIONAL BANK	7865803L2	3164	NC2	249,000.00	0.800	09/27/2014	09/30/2014	996.00	1,004.19	8.19	
							Subtotal	996.00	1,004.19		
United Bankers' Bank	909557CL2	3170	NC2	249,000.00	1.100	08/28/2014	09/02/2014	235.86	232.63	-3.23	
							09/28/2014	09/30/2014	235.86	232.63	-3.23
								Subtotal	471.72	465.26	
WELLS FARGO	94986TMF1	3172	NC2	248,000.00	1.000	09/28/2014	09/30/2014	625.10	625.09	-0.01	
							Subtotal	625.10	625.09		
Total								36,010.99	36,019.17		
Total Cash Overpayment									20.68		
Total Cash Shortfall									-12.50		

CITY OF HEMET
 Received Interest
 Received September 1, 2014 - September 30, 2014

Issuer	CUSIP	Investment #	Security Type	Par Value	Current Rate	Date Received	Interest
							Amount Received
Cash Accounts							
BANK OF NEW YORK	SYS5009	5009	PA1	2,007,347.50		09/11/2014	24.91
						Subtotal	24.91
Citibank	SYS5001	5001	PA1	525,222.39	0.450	09/30/2014	83.20
						Subtotal	83.20
CITIBANK3	SYS5004	5004	PA1	7,609,294.44	0.450	09/30/2014	525.69
						Subtotal	525.69
						Total	633.80

Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
 October 14, 2014

CITY OF HEMET

CITY TREASURER
 445 EAST FLORIDA AVENUE
 HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
 98-33-362

Tran Type Definitions

September 2014 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/8/2014	9/8/2014	RW	1443838	DONNA ROWLEY	-5,000,000.00
9/22/2014	9/22/2014	RW	1444790	DONNA ROWLEY	-5,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	33,216,199.67
Total Withdrawal:	-10,000,000.00	Ending Balance:	23,216,199.67

Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
 October 14, 2014

HEMET REDEVELOPMENT AGENCY

TREASURER
 445 EAST FLORIDA AVENUE
 HEMET, CA 92543-4209

PMIA Average Monthly Yields

Account Number:
 65-33-006

Tran Type Definitions

September 2014 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/30/2014	9/25/2014	RWX	1445129	WALLY HILL	-1,880.52

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,880.52
Total Withdrawal:	-1,880.52	Ending Balance:	0.00

HEMET REDEVELOPMENT AGENCY
Cash W/Fiscal Agent: US BANK and LAIF
1999 TAX ALLOCATION BONDS/RDA

Date	Activity	98510810 496-1502 Interest Fund	98510811 Principal Fund	98510812 Sinking Fund	98510813 496-1503 Reserve Fund	98510814 Redemption Fund	98510815 390-1502 Cost of Issuance	RDA 390-1503 Acquisition Fund	TOTAL All Accounts
	BALANCE	8.36	0.66	0.00	607,203.12	0.00	0.00	(0.00)	607,212.14
7/31/2014	Interest				8.00				8.00
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	8.36	0.66	0.00	607,211.12	0.00	0.00	(0.00)	607,220.14
8/31/2014	Interest				8.26				8.26
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Payment								0.00
	BALANCE	8.36	0.66	0.00	607,219.38	0.00	0.00	(0.00)	607,228.40
9/30/2014	Interest				8.26				8.26
	Interfund transfer	49.04			(49.04)				0.00
	Debt Service from City of Hemet	157,743.85	314,999.34						472,743.19
	Debt Service Payment	(157,801.25)	(315,000.00)						(472,801.25)
	BALANCE	0.00	0.00	0.00	607,178.60	0.00	0.00	(0.00)	607,178.60

First American Treas Oblig CL D Corp Tr
Money Market/RDA

607,178.60

607,178.60

0.00

HEMET REDEVELOPMENT AGENCY
Cash W/Fiscal Agent: US BANK and LAIF
2002 TAX ALLOCATION BONDS/RDA

Date	Activity	98510818	98510819		98510816	98510815	98510817	RDA	TOTAL
		496-1504 Interest Fund	Principal Fund	Sinking Fund	496-1506 Reserve Fund	Redemption Fund	389-1502 Cost of Issuance	389-1503 Acquisition Fund	
	BALANCE	6.76	0.32	0.00	477,088.16	0.00	(0.00)	0.00	477,095.24
7/31/2014	Interest				6.28				6.28
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	6.76	0.32	0.00	477,094.44	0.00	(0.00)	0.00	477,101.52
8/31/2014	Interest				6.49				6.49
	Interfund transfer								0.00
	Debt Service from City of Hemet								0.00
	Debt Service Pmt								0.00
	BALANCE	6.76	0.32	0.00	477,100.93	0.00	(0.00)	0.00	477,108.01
9/30/2014	Interest				6.49				6.49
	Interfund transfer	38.52	(150,000.00)		(38.52)				(150,000.00)
	Debt Service from City of Hemet	156,917.23	149,999.68						306,916.91
	Debt Service Pmt	(156,962.51)							(156,962.51)
	BALANCE	0.00	0.00	0.00	477,068.90	0.00	(0.00)	0.00	477,068.90
	First American Treas Oblig CL D Corp Tr		477,068.90						
	LAIF/RDA		0.00						
			<u>477,068.90</u>						
			0.00						

CITY OF HEMET
Cash W/Fiscal Agent: US BANK
2006 Refunding Bonds Series Heartland Project

Date	Activity	103852000 788-1508 Bond	103852001 788-1508 Prepayment	103852002 Special	103852003 788-1510 Escrow	103852004 788-1502 Cost of	103852005 788-1506 Reserve	TOTAL
	BALANCE	0.00	3,002,471.66	(0.00)	0.00	0.00	466,136.25	3,468,607.91
7/31/2014	Interest							0.00
	Transfer funds							0.00
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	3,002,471.66	(0.00)	0.00	0.00	466,136.25	3,468,607.91
8/31/2014	Interest							0.00
	Transfer funds		259,046.25					259,046.25
	City of Hemet							0.00
	Debt Service							0.00
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	3,261,517.91	(0.00)	0.00	0.00	466,136.25	3,727,654.16
9/30/2014	Interest							0.00
	Transfer funds	3,150,741.25	(2,958,746.25)				(191,995.00)	0.00
	City of Hemet							0.00
	Debt Service	(3,150,741.25)						(3,150,741.25)
	Khov prepay (31 lots)							0.00
	Trust fees							0.00
	BALANCE	0.00	302,771.66	(0.00)	0.00	0.00	274,141.25	576,912.91
	First American Treasury Oblig		576,912.91					
	US Treasury Notes, various							not carried on COH books
	Misc Assets		1.00					
			<u>576,913.91</u>					
	Cash held by FA, net of Escrow acct		576,912.91					
			0.00					



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jessica A. Hurst, DCM/Administrative Services Director;
Wally Hill, City Manager *Wally Hill* *JAH*

DATE: December 9, 2014

RE: Warrant Register

The City of Hemet's warrant registers dated November 13, 2014 in the amount of \$1,376,717.17 and November 26, 2014 in the amount of \$1,827,625.81 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of October 27, 2014 to November 9, 2014 was \$621,655.33 and November 10, 2014 to November 23, 2014 was \$571,964.97.

CLAIMS VOUCHER APPROVAL

"I, Jessica A. Hurst, Deputy City Manager/Administrative Services, do hereby certify that to the best of my knowledge and ability, that the warrant register posted on the city's website is a true and correct list of warrants for bills submitted to the City of Hemet, and the payroll register through the dates listed above, and that there will be sufficient monies in the respective funds for their payment."

Respectfully submitted,

Jessica A. Hurst
Deputy City Manager/Administrative Services Director

JAH: mh

CITY OF HEMET
VOUCHER/WARRANT REGISTER
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

I, JESSICA A. HURST, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY, THAT THE WR POSTED ON THE CITY WEBSITE IS A TRUE AND CORRECT LIST OF WARRANTS FOR BILLS SUBMITTED TO THE CITY OF HEMET THROUGH THE DATES LISTED ABOVE, AND THAT THERE WILL BE SUFFICIENT MONIES IN THE RESPECTIVE FUNDS FOR THEIR PAYMENT.

JESSICA A. HURST
DCM/ADMINISTRATIVE SERVICES DIRECTOR



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council
FROM: Wally Hill, City Manager *Wally Hill*
DATE: December 9, 2014
RE: Ratification of Appointment of Interim Fire Chief

RECOMMENDED ACTION:

That the City Council ratify the City Manager's appointment of Scott Brown as Interim Fire Chief, effective December 3, 2014.

BACKGROUND:

Our Interim Fire Chief, Peter Bryan, is now on an extended family vacation, and is also subject to a 960 hour cap of service during Fiscal Year 2014-15 by virtue of being a CalPERS recipient. For those reasons, it is necessary to select a new Interim Fire Chief to replace Mr. Bryan and ensure continuity of fire management services.

PROJECT DESCRIPTION:

Scott Brown is recommended to fill the Interim Fire Chief position. He would fulfill the duties described in the attached job description, and it is expected he would work 30- 40 hours per week. As both a CalPERS and Orange County Fire Authority retirement system recipient, his engagement can not exceed 960 hours per year. An employee agreement for the interim services has been negotiated with Mr. Brown and is attached. CalPERS rules require the appointment to be made by the City Council. In order to ensure a seamless transition, I asked Mr. Brown to begin work on December 3, 2014. I am asking the Council to ratify that decision, effective December 9, 2014.

ANALYSIS:

We are fortunate that Mr. Brown is willing and available to serve as our Interim Fire Chief. He has 35 years of fire and emergency medical services experience in California, including 14 years as a Chief Officer. He has served as a Fire Battalion Chief, EMS Services Chief, and Division Chief for the Orange County Fire Authority. Most recently, he served as Division Chief for the City of Santa Ana Fire Services prior to his February, 2014 retirement, and was responsible for Santa Ana's 10 fire stations and all fire and EMS operations for that City. He has been an active member of the Orange County Fire Authority's Chief Officer's Association, the California State Firefighters Association, the International Association of Fire Chiefs, and the National Fire Protection Association. His long experience in local government fire & emergency medical services in California makes him ideally suited for these responsibilities. Because of the need to secure Interim Fire Chief services quickly, this was a noncompetitive selection process.

The proposed employment agreement is identical to the employment agreement with Peter Bryan, except for the dates, and references to Peter's planned vacations and instruction at a community college.

COORDINATION & REVIEW:

The proposed employment agreement for Interim Fire Chief services was reviewed by the City Attorney.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

This appointment would be consistent with the City's General Plan theme to foster a safe and healthy community for all citizens.

POTENTIAL ALTERNATIVE ACTIONS:

A competitive recruitment process could have been conducted. However, due to Mr. Bryan's extended vacation, it was important to quickly select a new Interim Fire Chief. Mr. Brown's credentials are outstanding, and it is unlikely that a superior candidate could have been chosen.

FISCAL IMPACT:

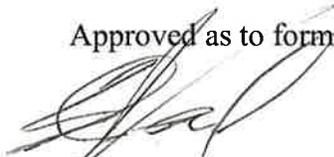
Professional services will be reimbursed at a rate of \$67.30/hour, and those expenses and other related operating expenses will be paid from funds appropriated for the Fire Chief position.

Respectfully submitted,



Wally Hill
City Manager

Approved as to form:



Eric S. Vail
City Attorney

Fiscal Review:



Jessica Hurst
Deputy City Manager

Attachment(s): Scott Brown resume
Proposed Interim Fire Chief employment agreement

Don Scott Brown
949-633-7159

Summary of skills and Qualifications

A decisive, results oriented Chief Officer who has made valuable contributions with a depth of experience in both administrative and emergency management. Fully prepared and ready to function at the Executive level, representing the City of Hemet as the City's Fire Chief. Organizational skills attained through experience, education and a steadfast dedication to continued personal and professional growth. I am deeply committed to supporting an environment that encourages a team approach to solving problems and seeking out opportunities to improve service to the community. I possess the ability and willingness to make decisions, taking appropriate actions, leading by example, while placing major emphasis on honesty, integrity and personal accountability. I have grown and developed strong interpersonal skills, I consider myself politically astute as well as an experienced team builder, coupled with a deep commitment to achieving organizational objectives as a member of the City Leadership team – and on behalf of all members who live and work in the City of Hemet.

Education:

- 2001-2004 Graduate; United States Fire Administration National Fire Academy's / Executive Fire Officer Program; This four year upper division management development series consist of; Executive Development, Executive Leadership, Strategic Analysis of Fire Department Operations and Command and Control of Terrorism Incidents.
- June 2000 Graduate; OCFA Leadership Institute; One-year program that places emphasis on Leadership development.
- Dec 1999 Baccalaureate Degree; Business Management, University of Phoenix
- Dec 1991 Associate of Science Degree; Paramedic Sciences, Rancho Santiago College
- 1998 – 1991 Attended University of La Verne; primary course work in marketing, public relations, legal aspects of health care administration and college writing, completed 12 semester units.
- 1987 – 1991 Attended Rancho Santiago College; primary course work in fire technology, paramedic sciences and general education, completed 56 semester units.
- 1978 – 1991 Attended Saddleback Community College; primary course work in general education, completed 39.50 semester units.

Executive Development / Leadership Development:

- Executive Development – National Fire Academy – 2001
- Strategic Analysis of Fire Department Operations – National Fire Academy – 2002
- Executive Leadership – National Fire Academy – 2003
- Leading Community Risk Reduction – National Fire Academy – 2004
- Leadership Institute – Orange County Fire Authority - 2000

Operations based qualifications:

- Operations Section Chief (Type 2) – CICCIS qualified
- Branch Director – CICCIS qualified
- Division Group Supervisor – CICCIS qualified
- Incident Commander (ICT3) – CICCIS trainee
- Strike Team Leader – CICCIS qualified

Professional Experience

Orange County Fire Authority

Position: Division Chief – City of Santa Ana Fire Services

February 2013 – February 2014

Supervisor: Dave Thomas, Assistant Chief Operations / Craig Kinoshita, Deputy Chief

Served as "Local Fire Chief" for the City of Santa Ana. Responsible for 10 Fire Stations strategically located in the City. Member of the City Executive Leadership team. Oversee all Fire/EMS operations as part of Battalion 9. Provide Leadership oversight to (3) Battalion Chiefs and personnel assigned to 3 shifts.

Key Accomplishments and contributions during this assignment:

- Member of OCFA team that developed proposal for the City Fire Services contract; specific area of focus was development and revision of the City's Ambulance transportation program; including the development of the RFP for Ambulance Services
- Integrated EMS services, included quality assurance, medication inventory accountability and equipment standardization; Developed an improved doorstep delivery process for City Fire Stations
- Conducted comprehensive maintenance needs assessment for all City based fire stations; researched and wrote report, presented to City Council and OCFA Board of Directors for subsequent approval of CDBG funding for fire station improvements. Worked directly with City to obtain support for grant approval.
- Developed training agreement with City of Santa Ana Police services for the use of a joint training center
- Developed agreement for OCFA/ City of Santa Ana Police services for Paramedic stand-by for SWAT related training exercises
- Implemented Community Risk reduction initiative with Community based Civic groups
- Developed and implemented City Fire Services Web Site to enhance community awareness of OCFA emergency services
- Attend all City meetings, participated in budget development and the City's Strategic Plan initiative

Orange County Fire Authority

Position: Fire Battalion Chief (Staff) EMS Services Chief

June 2011 – February 2013

Supervisor: Mike Boyle, Fire Division Chief (Field Operations / Division 4)

Manage and direct day to day activities of EMS staff. Responsible for the oversight of (6) Nurse Educators, (1) EMS Coordinator, Physician and EMS Supply coordinator. Manage all ALS, BLS as well as quality assurance programs on a department wide basis. Develop and monitor budget. Ambulance contract administrator; collaborate on all Ambulance/ RFP development. Liaison on behalf of Fire Chief; Cal Chiefs Association/ EMS Section, Orange County Fire Chiefs Association/ EMS section; FIRESCOPE EMS working group.

Key Accomplishments and contributions during this assignment:

- Collaborated with OCFA/ City OF Westminster staff in the development of the 2012 Ambulance services RFP process
- Developed an Ambulance Quality Assurance program
- Developed an improved doorstep delivery process for EMS supplies and equipment; with to improve accountability with vendors for the service of Zoll cardiac monitors
- Negotiated new contract for the purchase and subsequent upgrade of the Pyxis Medication distribution system
- Updated formal agreements (EMS) with County HCA, Paramedic Training
- Enhance Department wide Quality Assurance/ Audit procedures for assigned Paramedic controlled medications
- Re-instituted Ambulance Association quarterly meetings

Orange County Fire Authority

Position: Fire Battalion Chief

November 2009-June 2011

Supervisor: Mike Moore, Fire Division Chief (Field Operations / Division 4)

Manage and direct day-to-day operations of 5 fire stations. Responsible for the coordination and supervision of emergency and administrative activities of career and reserve (volunteer) personnel. Duties include personnel management, budget preparation, special projects and liaison to city staff; additional duties in support of the Division 4 Chief.

Key Accomplishments and contributions during this assignment:

- Increased OCFA participation in the City of Yorba Linda, City of Placentia CERT based Community programs
- Presented NIMIS training for City staff
- Assisted Yorba Linda City Staff in the development of the Emergency Operations Center (EOC)
- Prepared and presented annual Budget updates to both City of Placentia and Yorba Linda
- Organized Community stakeholder groups for Community Risk Reduction initiatives in both City of Yorba Linda and Placentia
- Updated formal agreements (Fire/EMS) with Los Angeles County Fire Department
- Provided direct support to City staff on a wide variety of policy and special project related initiatives
- Served as member of professional development cadre in the annual Battalion Chief testing process

Orange County Fire Authority

Position: Fire Battalion Chief

Supervisor: Rick Robinson, Fire Division Chief (Field Operations / Division 3)

Manage and direct day-to-day operations of 9 fire stations. Responsible for the coordination and supervision of emergency and administrative activities of career and reserve (volunteer) personnel. Duties include personnel management, budget preparation, special projects and liaison to city staff. Additional collateral duties include; Urban Search and Rescue/ California Task Force 5 – Task Force Leader.

Key Accomplishments and contributions during this assignment:

- Developed and Implemented the South Orange County Citizens Emergency Preparedness Academy (CEPA); Mission Viejo, Laguna Niguel, San Clemente, Rancho Santa Margarita, Silverado, Modjeska, Trabuco and the Community of Ladera Ranch
- Developed and Implemented a comprehensive risk reduction program including co-facilitated an Equine Evacuation Plan for the Community of Trabuco and Modjeska Canyon
- Enhanced OCFA participation in City wide functions for the Cities of Rancho Santa Margarita and Mission Viejo – develop relationships with key city staff and department heads as OCFA representative
- Participating Member, OCFA Occupational Safety Committee
- Organized Community stakeholder groups for Community Risk Reduction initiative in Division 3

Orange County Fire Authority

Position: Fire Battalion Chief

August 1999 – July 2003

Supervisor: Chip Prather, Fire Chief, Orange County Fire Authority

On behalf of the Fire Chief, Liaison to the OCFA Board of Directors, City Councils and City Managers. Other functional responsibilities include an internal audit function, media and community relations as well as customer service follow-up and other special studies as required by the Executive Management Team. Develop and monitor all expenditures related to section budget as well as the development of Corporate Sponsorship program. Assigned to field Operations as needed, directing the day-to-day operations, on one shift of a field battalion.

Under auspices of the Fire Chief, established the following Strategic Objectives:

- Implemented Corporate Communications Section; emphasis on OCFA Board, Community and Media relations. Liaison to OCFA Member City Staff as well as Grand Jury
- Implemented enhanced internal and external communications strategies; developed the weekly Executive Summary and Quarterly Performance Summary reports for Member Cities and the OCFA Board of Directors
- Project Team Leader; development; OCFA's first-ever Opportunity Knocks Symposium; Senior Staff Lead – Orange County Leadership Academy for Agency Executives
- Developed annual Grand Jury presentation as well as providing a formal report on findings (2000,2001,2002 Grand Juries)
- Implemented a comprehensive community outreach / marketing program in advance of the Regional Fire Operations and Training Center project; Project Lead OCFA Marketing Campaign
- Contributing Member of Business Services project team in support of OCFA's strategic plan
- Developed and implemented a comprehensive internal post 9-11 communications strategy for Department-wide distribution; worked collaboratively with Sheriff's Department in the development of joint anti-terrorism materials and brochures for county-wide distribution.
- Developed OCFA's Civilian ride along program standard operating procedures (SOP)

- Project Team Leader responsible for the development and implementation of National Pollutant Discharge Elimination System (NPDES) guidelines and best management practices (BMPS) for county-wide fire service compliance
- Contributing Member Business Services Project Team/ Strategic Plan
- Developed Survey tool for comprehensive customer service survey to access OCFA Planning and Development services in support of the Building Industry Association (BIA)

Orange County Fire Authority

Position: Administrative Fire Captain – Section Manager, Public Information Officer

March 1996 – August 1999

Supervisor: Pat Walker, Assistant Chief, Community Safety and Education Services

On behalf of the Fire Chief and Board of Directors, directly responsible for media relations. Duties include providing information on all aspects of incident activities and policy issues to media, twenty-one member Fire Authority Board of Directors, County Board of Supervisors and Member City elected bodies. Attend City Council meetings as Fire Authority representative, providing formal presentations on wide variety of policy and operational issues to various City Councils and community groups on behalf of the Fire Chief.

Directly responsible for managing the delivery of fire safety and community based preparedness programs on a department wide basis. Manage a staff of seven (7) as well as direct responsibility for an operating budget including revenue obtained from the establishment and implementation of a corporate sponsor program.

Key Accomplishments and contributions during this assignment:

- Developed and implemented OCFA's Corporate Sponsorship program
- Developed and implemented County-Wide Fire Services Drowning prevention program; Implemented enhanced fire safety education outreach to Vietnamese population
- Implemented County-wide Fire services participation in the Spark of Love annual Christmas Toy Drive
- Contributing member, West end/ Joint Powers Authority (JPA) and EMS Transport project teams
- Contributing member/ Instructor cadre, OCFA's Fire Captains Academy

Orange County Fire Authority

Position: Fire Captain/Paramedic

August 1993 – March 1996

Assignment: Engine 22, 222, 24

Supervisor: Marc Hawkins, Battalion Chief / Mike Rohde, Battalion Chief

Assigned to Fire Authority's busiest Engine Company, responsible for wide variety of both daily station and battalion wide administrative duties. Paramedic preceptor responsible for the training and daily evaluation of newly trained firefighter paramedics. Responsible for the implementation of Paramedic Assessment Unit (PAU) and Paramedic Engine conversion at Station 22.

Orange County Fire Department

Position: Fire Captain

Assignment: Battalion 2, Truck 34 (T34) and Engine 53 (E53)

Supervisor: Mark Kramer, Battalion Chief

Duties include command and control on emergency incidents including fire, hazardous materials incidents, multi-casualty and emergency medical incidents. Responsible for the daily planning and management of Fire Company and Battalion wide activities. Supervised four personnel assigned to T34 and three personnel assigned to E53. Responsible for the day-to-day operations and repair of facilities as well as administering the Battalion Manpower coordinator functions. Other duties included the design and implementation of an operational training program for Crew (1) PCF.

California Task Force Five/ Urban Search and Rescue

Position: Medical Specialist

Assignment: California Task Force Five

Supervisor: Chuck Nicola, Battalion Chief, Task Force Leader

Member of Orange County Fire Authority's Urban Search and Rescue Team. Assigned to Medical team as medical specialist. Trained in all phases of Heavy Rescue and advanced life support in the confined space environment. Operational Deployments; Oklahoma City.

Orange County Fire Department/ California Department of Forestry

Position: Firefighter (fulltime and seasonal), Firefighter Paramedic

Dates: 1976 –1990

Contacts: available upon request

Positions grouped in this section are provided only to demonstrate considerable experience at the “technician” level. Specific background information will be provided upon request.

Professional Development / Outside Fire Service

Saddleback Community College

Paramedic Instructor Faculty

Dates: May 1991- 1998

Assignment: Paramedic Instructor, Paramedic Skills specialist

Supervisor: Barbara Penland, Program

Duties: Paramedic instructor. Presentation of Paramedic Level education in a structured classroom setting. Part of faculty staff, responsible for the development and validation of course content. Wrote and developed a wide variety of course curriculum including filed preceptor guidelines and evaluation tools utilized by field preceptors to evaluate trainee’s in the field internship setting.

LifeFlight Southern California

Position: Flight Paramedic

Dates: March 1989 – May 1990

Assignment: Senior Flight Paramedic, LifeFlight

Supervisor: Ann Goshco, Program Coordinator

Duties: Member of flight team. Performed wide variety of patient care skills in acute care setting. Responsible for flight following and tactical air to ground coordination with on scene first responders. Other duties include training of all Orange County Fire Service agencies in air operations, including the production of a training video for fire service agencies on safety procedures and landing zone preparations.

Key Organizational/ Professional Contributions

Staff Development

Contributing member; EMS transport policy group, Reserve Program work group, Workplace Violence Instructor Cadre, West End JPA project team, Fire Captains Academy instructor cadre.

Urban Search and Rescue – 1992 – 1996

Developed Medical Mobilization annex for Task Force Five (5). Negotiated Memorandum of Understanding/ agreement, Western Medical Center for medical cache procurement; including development of outside vendor agreements. Coordinated efforts with financial services or FEMA reimbursement. Planned, organized and managed recruitment efforts of medical team for Task Force Five.

Transition Team Instructor, Buena Park, San Clemente - 1994

Worked directly with personnel from Buena Park and San Clemente Fire Departments, providing training on operation procedures and other related Orange County Fire Department guidelines and procedures.

Corporate Sponsorship Program – 1996 – present

Developed and implemented OCFA Corporate Sponsor program. Developed procedural guidelines for acceptance of Corp. donations. Implementation of program allowed for the acceptance of six state of the art lap top computers to upgrade community education programs.

Spark of Love Toy Drive – 1996

Implemented the Spark of Love Toy Drive. Planned, organized and implemented newly established Firefighter Toy drive for Fire Services in Orange County

Community Drowning Prevention Program – 1996 to present

Developed public awareness / education campaign to promote childhood drowning prevention.

Community Leadership activities and affiliations

Saddleback College Board Of Governors / Saddleback College Foundation 2003-2005
Sudden Infant Death Syndrome (SIDS) Advisory Committee – 1991-1995
Drowning Prevention Network – Community Advisory Committee – 1996-2001
Reserve Police Officer; Cities of Irvine (1978-79) and San Clemente (1984-87)
Irvine Kiwanis Service Club 1987-1990

Various State and Local Committees - voluntary/ non-compensated

1996 – 2003 Drowning Prevention Network; County of Orange coalition OC Fire Services
1989 – 1997 California EMS Commission, Injury prevention subcommittee
1989- 1990 California EMS Commission, Subject Matter Expert; Curriculum development
1991- 1992 Sudden Infant Death Advisory Committee.
1986- 1987 Orange County Paramedic Advisory Committee

Professional Peer Recognition

Certificates and Recognitions

- Outstanding Achievement for Contributions to the Community/ American Red Cross 2010
- OCFA Manager of the Year nominee 2008
- California State Fire Services Association – Citation in recognition of US&R response to Katrina disaster operations - 2006
- Tustin Kiwanis Community Service Club – Commendation for Contributions for Outstanding Community Service 2006
- Commendation / City of Running Springs Fire Department “OLD” fire incident operations
- OCFA Staff Employee of the year (1998); Orange County Fire Service Overachievers Award nominee (1998)
- Firefighter of the Year (1980, 1991, 1993, 1995)
- Children’s Hospital, Pacific Care Foundation Commendation for Community Service in the area of Drowning Prevention and Childhood Injury Prevention (1997)

Professional Affiliations and activities

- OCFA Chief Officer’s Association (COA) – Executive Board / (P)
- California State Firefighters Association (CSFA) / present
- International Association of Fire Chiefs (P); National Fire Protection Association (P)

**EMPLOYMENT AGREEMENT
For the Position Of
INTERIM FIRE CHIEF**

This Employment Agreement (“Agreement”) is made and entered into this 3rd day of December, 2014, by and between the CITY OF HEMET (“CITY”), a California municipal corporation and general law city, and DON SCOTT BROWN (“BROWN”), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to employ the services of BROWN as its Interim Fire Chief, temporarily, to carry out the duties and responsibilities of Fire Chief in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. BROWN desires to accept employment as Interim Fire Chief in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. BROWN represents that he is a retired annuitant of CalPERS within the meaning of Government Code § 21221(h) and acknowledges that he is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during CITY’s 2014-15 fiscal year, or for any additional or subsequent fiscal year, and that his compensation is statutorily limited as provided in Government Code § 21221(h). BROWN represents that he has not worked for any CalPERS Agencies during the CITY’s 2014-2015 fiscal year, or received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. BRYOWN further represents his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement.

D. CITY has determined that it is necessary to hire BROWN, a retired annuitant, because the position of Interim Fire Chief requires special skills, and BROWN, by virtue of his significant experience as a fire chief in other cities, has those special skills.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. BROWN accepts employment with CITY as its Interim Fire Chief and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. BROWN shall provide service at the direction and under the supervision of the City Manager. It is the intent of the parties that BROWN, as the Interim Fire Chief, shall keep the City Manager fully apprised of all significant ongoing operations of CITY’s Fire Department. Toward that end, BROWN shall report directly to the City Manager and will periodically, or as may be otherwise

specifically requested by the City Manager, provide status reports to the City Manager on his activities and those of CITY.

1.2 Term. The term of this Agreement shall commence upon being executed by BROWN and CITY's City Manager ("Commencement Date"). BROWN shall commence the performance of his duties as the Interim Fire Chief on December 3, 2014, or at such other date as the parties hereto shall agree in writing. This Agreement shall expire as of the first of the following to occur: (i) 5:00 p.m. on August 31, 2015, (ii) upon the employment commencement date of a permanent employee to the Fire Chief position, (iii) upon the effective date of another agency providing fire and emergency medical services for CITY, (iv) upon BROWN working his 960th hour for CITY including hours worked for other CalPERS Agencies during CITY's 2014-2015 fiscal year, or for any additional or subsequent fiscal year; or (v) upon termination of the Agreement by either BROWN or CITY as provided in Section 4 [Termination] of this Agreement.

1.2.1 Extension of Term. Notwithstanding Section 1.2, the parties may, by mutual written agreement approved by the City Council, extend the term of this Agreement by such period or periods agreed upon by the parties.

1.3 At-Will. BROWN acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his service hereunder. The terms of CITY's personnel rules, policies, procedures, ordinances, resolutions, memorandums of understanding, or collective bargaining agreements, including without limitation CITY Resolution 3838, and subsequent Resolutions, regarding City Administrative Personnel (collectively "Personnel Policies") shall not apply to BROWN and nothing in this Agreement is intended to, or does, confer upon BROWN any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of BROWN, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BROWN to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and BROWN, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

1.4 Duties. BROWN shall serve and perform the duties of the Interim Fire Chief as set forth in CITY's class specification for the position of Fire Chief, incorporated herewith as Appendix "A".

1.5 Hours of Work. BROWN shall devote the time necessary to adequately perform his duties as Interim Fire Chief. The parties anticipate that BROWN will work approximately 30 to 40 hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings, and attendance at such community events and CITY functions as the Council may direct. Toward that end, BROWN shall be allowed reasonable flexibility in setting his own office hours, provided that

the schedule of such hours provides reasonable availability to the City Council, City Manager, CITY staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business. However in no event shall BROWN be required to work in excess of 960 hours for CITY including hours worked for other CalPERS Agencies during CITY's 2014-2015 fiscal year or 2015-2016 fiscal year. The position of Interim Fire Chief shall be deemed an exempt position under California wage and hour law.

1.6 Other Activity. In accordance with Government Code Section 1126, during the period of his employment, BROWN shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of BROWN's duties as Interim Fire Chief.

2. Compensation.

2.1 Rate of Pay. For all services performed by BROWN as the Interim Fire Chief under this Agreement, CITY shall pay BROWN compensation at the rate of SIXTY-SEVEN dollars and 30/100th cents (\$67.30) per hour according to the payroll schedule in place for CITY employees paid semi-weekly subject to the limitations provided below.

2.2 Compliance with CalPERS requirements. It is the intent of the parties to compensate BROWN only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS and is calculated by taking the maximum monthly base salary paid to the prior Acting Fire Chief, as listed on a publicly available pay schedule for the position of Acting Fire Chief (\$11,667 monthly) then divided by 173.333 to equal an hourly rate (\$67.30).

2.2.1 Recordation and Reporting of Hours Worked. BROWN will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, BROWN shall keep CITY continually apprised of any hours worked by BROWN for other CalPERS Agencies during the term of this Agreement.

2.3 Benefits.

2.3.1 No Benefits. Pursuant to Government Code §21221(h) and related CalPERS regulations and policy statements, BROWN shall not receive from CITY any benefits CITY commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, gym programs, employee assistance programs, and similar benefits.

2.4 Reimbursement

2.4.1 Reimbursement. CITY shall reimburse BROWN for reasonable and necessary travel, subsistence and other business expenses incurred by BROWN in the performance of his duties

as Interim Fire Chief. All reimbursements shall be subject to and in accordance with California law and CITY's Travel and Expense Reimbursement Policy.

3. Vacation and Leave.

3.1 No Leave. BROWN and CITY agree that BROWN, in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

4. Termination.

4.1 By CITY. This Agreement may be terminated by CITY for any reason seven (7) days after notice in writing to BROWN of such termination. CITY's only obligation in the event of such termination will be payment to BROWN of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By BROWN. This Agreement may be terminated by BROWN for any reason seven (7) days after notice in writing to CITY of such termination. CITY shall have the option, in its complete discretion, to make BROWN's termination effective at any time prior to the end of such period, provided CITY pays BROWN all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4.4 Termination Obligations. BROWN agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of BROWN's employment. BROWN's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

4.5 Benefits Upon Termination. All benefits to which BROWN is entitled under this Agreement shall cease upon BROWN's termination in accordance with this Section 4, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to BROWN, or unless otherwise required by law.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his/her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without

limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, BROWN shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, BROWN shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. BROWN's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict Of Interest.

BROWN represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation. BROWN shall operate any vehicle used in connection with the performance of his duties as Interim Fire Chief in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

7.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or at the last known address maintained in BROWN's personnel file. BROWN agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Hemet
445 E. Florida Avenue
Hemet, California 92543
Attn: City Manager

Interim Fire Chief's Address:

Don Scott Brown
[Deliver to last updated address in personnel file]

7.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et seq.*] CITY will indemnify, defend, and hold BROWN harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during BROWN's tenure as Interim Fire Chief.

7.5 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the Interim Fire Chief under any law or ordinance.

7.6 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of BROWN's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of BROWN, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to BROWN and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.7 Amendments. Subject to the additional limitation set forth in Section 1.2.1. [Extension of Term], this Agreement may not be amended except in a written document signed by BROWN and the City Manager.

7.8 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.9 Assignment. BROWN shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to BROWN, assign its rights and obligations hereunder.

7.10 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.11 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

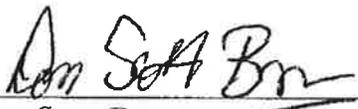
7.13 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this

Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.14 Acknowledgment. BROWN acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

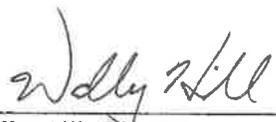
IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its City Manager and duly attested to by its City Clerk, and BROWN has signed and executed this Agreement, as of the date first indicated above.

INTERIM FIRE CHIEF



Don Scott Brown

CITY OF HEMET



Wally Hill, City Manager

ATTEST:



Sarah McComas, City Clerk

APPROVED AS TO FORM:



Eric S. Vail, City Attorney

Appendix "A"

City of Hemet Class Specification – Fire Chief

CITY OF HEMET

Code: 2114
Page 1 of 2

Date Adopted: 10/89
Date Last Revised: 05/25/2004

FIRE CHIEF

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under administrative direction, plans, directs, manages, and oversees the operations and services of the City of Hemet Fire Department; performs other duties as assigned or required.

CLASS CHARACTERISTICS

This position reports to the City Manager and is responsible for the development and management of Fire Department programs, activities, and services. The incumbent is expected to exercise independent judgment and initiative in establishing efficient and effective departmental operations consistent with City policies and administrative guidelines established by the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager.
Exercises direct supervision over professional, technical, and clerical staff.

ESSENTIAL FUNCTIONS

Essential functions, as defined under the Americans with Disabilities Act may include, but are not limited to the following characteristics, duties, responsibilities, knowledge, skills and other characteristics.

EXAMPLES OF DUTIES

Plan, develop, manage, and direct Fire Department activities and services including fire suppression, protection and prevention, hazardous materials and disaster preparedness, medical response and other related activities; command major fire emergency and disaster situations affecting the City, as appropriate.

Direct the development and administration of the department budget; monitor and approve expenditures and implement budget adjustments; present budget to fiscal committee.

Conduct and direct studies; prepare and present master plan reports addressing growth impact on emergency services; ensure proper planning occurs for disaster preparedness programs and activities; ensures activities are in accordance with ordinances, laws, codes, policies and regulations.

Prepare reports and make presentations at City Council and other meetings; serve on various internal and external committees; attend meetings as part of senior executive team; serve as liaison with the community, professional groups, the media and other external contacts and resources for the City.

Establish, implement, and enforce department policies and procedures; work with City staff to establish Citywide policies and procedures.

Resolve discrepancies or procedural problems and respond to program administration and/or delivery questions ensuring necessary follow-up occurs; confer with and advise staff and internal and external customers by providing advice, problem-solving assistance, answers to questions and interpretation of program goals and policy.

Directly and through subordinate supervisors, hire, direct work efforts and evaluate staff; provide for and/or conduct staff development; establish work methods and standards; initiate corrective and/or disciplinary action and respond to grievances and complaints.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

Municipal organization and administration; principles and practices of effective leadership, management and supervision; municipal budget preparation and control; modern fire suppression, protection and prevention principles and practices; program and project management principles and practices; city, state and federal fire and building codes and regulations.

Skill in:

Program development, implementation and evaluation; assessing objectives and operational requirements to develop and implement appropriate administrative policies and procedures for the city and the department; managing, developing, motivating and evaluating professional and support staff; managing special projects, activities and programs; understanding and applying complex regulations, procedures and guidelines.

Ability to:

Communicate effectively both orally and in writing; conduct research and prepare clear, concise and comprehensive reports; establish and maintain effective working relationships with City officials, employees, and the public.

MINIMUM QUALIFICATIONS

Bachelor's degree (Masters degree preferred) in fire technology, public administration or a related field and five (5) years progressively responsible fire service management experience including three (3) years battalion chief or higher level supervisory experience, or an equivalent combination of education and experience.

CERTIFICATION/LICENSE AND/OR OTHER SPECIAL REQUIREMENTS

Possession of, or ability to obtain, valid Class C California driver's license, and maintain satisfactory driving record. Local area response time within 15 minutes is required within three (3) months of appointment.

11



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-077**

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, AUTHORIZING THE
DESTRUCTION OF CERTAIN RECORDS”**

WHEREAS, Government Code Section 34090 authorizes the destruction of records which are no longer needed by the City; and

WHEREAS, the destruction of such records is from time to time required;

NOW, THEREFORE, be it resolved as follows:

Unless otherwise provided by law, with the written consent of the City Attorney, the Head of a City Department may destroy any city record, document, instrument, book or paper, under his charge, without making a copy thereof, after the same is no longer required.

This resolution does not authorize the destruction of:

- A) Records affecting the title of real property or liens thereon
- B) Court records
- C) Records required to be kept by statute
- D) Records less than (2) years old
- E) The minutes, ordinances, or resolutions of the legislative body or of a City Board or Commission.

A list of the records requested for destruction is attached as “Exhibit A”

This section shall not be construed as limiting or qualifying in any manner the authority provided in Section 34090.5 of the Government Code for the destruction of records, documents, instruments, books and papers in accordance with the procedure therein prescribed.

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PASSED, APPROVED, AND ADOPTED this 9th day of December, 2014.

Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 9th day of December, 2014 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

Department: FIRE

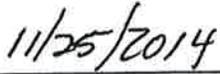


Shredding is Required (Records contain private information)

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION



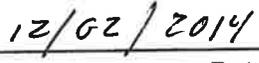
Department Head / Division Manager



Date



City Attorney



Date

(Complete bottom portion after destruction has been performed, if done by City Employees. If destruction is performed by a commercial vendor, have them provide you with a certificate)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with City policies and procedures.

Return this form to the City Clerk's Office after completion.

Department: Admin Services – A/P, FINANCE, PURCHASING, PAYROLL, UTILITY BILLING

Date: 2014



Shredding is Required (Records contain private information)

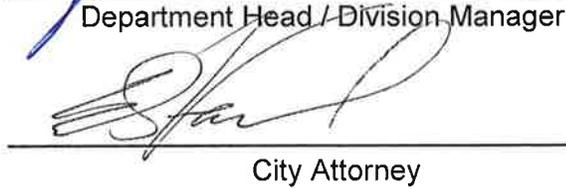
DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION



Department Head / Division Manager

12-1-14

Date



City Attorney

12-02-14

Date

(Complete bottom portion after destruction has been performed, if done by City Employees. If destruction is performed by a commercial vendor, have them provide you with a certificate)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with City policies and procedures.

Return this form to the City Clerk's Office after completion.

RECORDS DESTRUCTION FORM

The records listed below are scheduled to be destroyed:

File #	Records Description	Start Date	End Date	Retention Period	OFR
	Accounts Payable Warrant AA equip ~ A Misc	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant BBC ~ B Misc	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant Baker & Taylor	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant CDPN ~ C Misc	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant Cintas	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant DBBackflow ~ E Misc	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant FM Lock ~ Hemet True Value	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant Hemet Valley Pipe ~ Inland Waterworks	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant International Code Council ~ Muzak	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant Nextel	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant M Misc ~ Pip	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant Pirots ~ R Misc	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant SEIU ~ Trans West	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant SCE	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant T W Telecom & Verizon Ca	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant Tyler ~ V Misc	07/01/09	06/30/10	AU+4	Finance
	Accounts Payable Warrant Watercare ~ Z Misc	07/01/09	06/30/10	AU+4	Finance

Department: Admin Services - CDBG and HOUSING

Shredding is Required (Records contain private information)

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Jessica A. Hurst
Department Head / Division Manager

11-26-14
Date

[Signature]
City Attorney

11-26-14
Date

(Complete bottom portion after destruction has been performed, if done by City Employees. If destruction is performed by a commercial vendor, have them provide you with a certificate)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with City policies and procedures.

Return this form to the City Clerk's Office after completion.



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jessica Hurst, Deputy City Manager/Administrative Services Director *JH*
Wally Hill, City Manager

DATE: December 9, 2014

RE: Request to Increase Appropriation for Workers Compensation Insurance

RECOMMENDATION:

It is recommended that the City Council authorize the Deputy City Manager to record a supplemental appropriation from available fund balance in the amount of \$119,723 in the Workers Compensation Fund (Fund 681) for payment of additional premium for fiscal year 2013/2014.

BACKGROUND:

The City of Hemet contracts with CSAC Excess Insurance Authority (CSAC) for workers' compensation insurance. The calculation of annual premiums are based on estimated payroll costs for the upcoming fiscal year and reported to the insurance company prior to the adoption of the annual budget. For fiscal year 2013/2014 payroll estimates were calculated and provided to CSAC in October 2012 and were based on information available at that time.

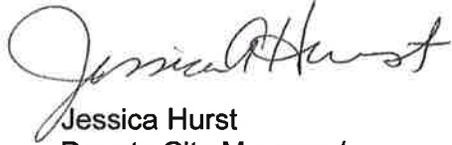
Each year, after the close of the fiscal year, the City is required to submit a "Workers' Compensation Payroll Audit" form that provides CSAC actual payroll costs. This information is used to adjust the annual premiums to reflect actual costs resulting in an over- or under-payment of the necessary premiums for a given fiscal year.

For fiscal year 2013/2014, factors including negotiated pay increases and overtime costs contributed to the increase in the City's overall payroll costs and resulted in additional workers' compensation premiums due. As a result, the annual premium was under-billed by \$119,723.

FISCAL IMPACT:

No General Fund impact. Funding is available from fund balance in the Workers Compensation Fund (Fund 681).

Respectfully submitted,



Jessica Hurst
Deputy City Manager/
Director of Administrative Services

Approved by:



Wally Hill
City Manager

13



**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 14-066**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HEMET, CALIFORNIA, AMENDING SECTIONS 2-379 AND 2-380
OF THE HEMET MUNICIPAL CODE REGARDING USER FEES.**

WHEREAS, Section 2-379 of the Hemet Municipal Code, which was last revised in 2008, authorizes certain fees to be collected by the City; and

WHEREAS, on September 23, 2014, the City received the "Comprehensive User Fee Study Report" prepared by Willdan Financial Services ("User Fee Study") to determine the true costs of delivering City services, and the new User Fee Study includes various new and renamed user fees that are not included in Section 2-379; and

WHEREAS, the City Council has determined that it is appropriate to recover the costs of certain services through fees charged to the individuals and entities receiving those services; and

WHEREAS, the City Council desires to amend Section 2-379 to reflect the new list of user fees contained in the User Fee Study; and

WHEREAS, Section 2-380 of the Hemet Municipal Code states the procedure for establishing new user fees or increasing existing user fees; and

WHEREAS, Section 2-380 references Government Code sections that have been repealed; and

WHEREAS, the City Council desires to revise Section 2-380 to remove references to repealed code sections and clarify that increases in fees due to an approved annual escalator are not subject to the public notice and hearing requirements of that section.

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NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES
HEREBY ORDAIN AS FOLLOWS:

SECTION 1: AMEND SECTION 2-379. Section 2-379 of the HMC is hereby amended to read as shown in Exhibit A to this Ordinance.

SECTION 2: AMEND SECTION 2.380. Section 2-380 is amended to read as follows:

“2-380. Public hearing on new or increased fees

(a) Prior to adopting any new or increased fees, the City Council shall hold at least one public hearing on the new or increased fees. The city clerk shall cause notice of the public hearing to be published as set forth in Government Code § 6062a.

(b) The City Council may approve annual fee increases tied to a set escalator for any new or increased fee for which a public hearing was held pursuant to subsection (a) of this section and the escalator was approved as a part of that proceeding. A noticed public hearing pursuant to subsection (a) of this section is not required prior to any such fee increase.”

SECTION 3: SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect sixty (60) days from its passage by the City Council of the City of Hemet.

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SECTION 5: PUBLICATION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

INTRODUCED at the regular meeting of Hemet City Council on October 14, 2014.

APPROVED AND ADOPTED this 9th day of December, 2014.

Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

1 State of California)
2 County of Riverside)
3 City of Hemet)

4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
5 foregoing Ordinance was introduced and first read on the 14th day of October, 2014,
6 and had its second reading at the regular meeting of the Hemet City Council on the 9th
7 day of December, 2014, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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Sarah McComas, City Clerk

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EXHIBIT A

Sec. 2-379. Schedule of fees and service charges.

(a) The City is authorized to collect fees for the services listed in this subsection. The amount of each fee shall be set by resolution of the City Council.

BUILDING FEES

Plan Check & Plan Review
Building Permit
Inspections
Assembly Vanilla (Empty): Shell to TI
Addressing
Residential Carport - Standard City of Hemet Handout
Deck & Balcony – Standard Plan
Block Wall – Standard Plan
Certificates of Occupancy
Change of Occupancy Use
Demolition Permit
Drywall repair permit
Electrical Meter Pedestal
Electrical Panel Upgrade
EVR Upgrade
Fence
Fire Damage Assessment
HVAC Replacement
Training Fee
Computer Fee
Plan Storage
Microfilm/Scanning
Patio Cover - Standard Nationally Recognized Approved Plan
Re-roofing
Residential Siding
Sewer hookup
Sewer repair
Spa/hot tub permit
Spray booth permit
Stucco – Application to existing home
Residential swimming pools
Temporary utilities
Underground utilities to shed
Replacement wall heater
Replacement water heater
Replacement windows
Mechanical permits
Plumbing permits
Electrical permits

CITY CLERK FEES

Copying and Printing Service
Clerk Certification
Research Service
Minute/Agenda Mailing Service - With Stamped Envelope Provided
Minute/Agenda Mailing Service - Without Stamped Envelope Provided
City Clerk Document Research
City Clerk Documents Covered Under Fair Political Practices Commission Regulations
(electronic or hard copy)
Faxing of City Documents per Statute
Municipal Code Update Service
Title 17 Packet Service

Electronic document request (Technology)
City Clerk Documents Covered Under Fair Political Practices Commission Regulations
(Research fee)

ENGINEERING FEES

Plan Checking: Grading (Clear & Grub - Stockpile - Mass – Rough)
Plan Checking: Precise Grading
Plan Checking: Erosion & Sediment Control Plans
Plan Checking: Storm Water Pollution Prevention Plan (SWPPP)
Grading Permit issuance
Grading Permit extensions and renewals
Grading Plan revisions
Traffic Control Plans
Encroachment Permits
Improvement Plan reviews
Permit issuance for on/off-site improvements
Improvement Plan revisions
Plan storage and scanning
Easement dedication
Easement vacation
Summary street vacation
Parcel maps
Parcel map waiver
Reversion to acreage
Final maps
Subdivision improvement agreements and bond processing
Bond replacement/reduction
Record of Survey
Amended map
Certificate of Compliance
Certificate of Correction
Centerline Ties Review
Landscape and Lighting Maintenance District (LLMD) Formation
LLMD Processing

Traffic Impact Analysis
Conditional Letter of Map Revision
Letter of Map Revision
Letter of Map Amendment
Elevation Certificate
Flod Zone Clearance Letter/FIRmette
Hydrology and Hydraulics study
Water Quality Management Plan (WQMP) - Preliminary and Final
Inspections: Grading (Clear & Grub - Stockpile - Mass – Rough)
Inspections: Precise Grading
Inspections: Erosion and Sediment Control Plans
Special Inspections
Improvements Inspections
Traffic control inspections
SWPPP Inspection
WQMP Facilities Inspection
WQMP Annual Inspection
Driveways
Curb and Core
Block Party
Excavations
Transportation Permits
Documents/Plans Research

FINANCE FEES

Returned Check Processing
Copying and Printing

FIRE FEES

Scanning of Submitted Documentation and File Retention
Technology Support
Plan Check Residential Fire Alarm & Life Safety Systems
Permit/Inspection Residential Fire Alarm & Life Safety Systems
Plan Check New Fire Alarm System
Inspection New Fire Alarm System
Plan Check Tenant Improvement Fire Alarm
Inspection Tenant Improvement Fire Alarm
Plan Check Fire Sprinkler System
Inspection Fire Sprinkler System
Plan Check Tenant Improvement Fire Sprinkler
Inspection Tenant Improvement Fire Sprinkler
Plan Check ESFR System
Plan Check Standpipe Piping
Inspection Standpipe Piping
Plan Check Underground Piping
Inspection Underground Piping
Plan Check Hood & Duct Systems

Inspection Hood & Duct Systems
Plan Check Fire Pump
Inspection Fire Pump
Plan Check Special Suppression System
Inspection Special Suppression System
Plan Check Medical Gases
Inspection Medical Gas Systems
Plan Check Industrial Gases
Industrial Gases Inspection
Plan Check Expedite Request
Inspection Expedite Request
Plan Review Special Event
Special Event Expedite Request
Off-Hours Inspection Request
Weekend Or Holiday Inspection Request
Special Event, Pre-Event Inspection Services
Occupant Load
New Occupancy
New construction plan review and inspection
Pre-submittal Review
Fire, Life Safety Or Special Hazard Consultation
Closure Report Review
RMPP Consultation Review
Fire Lane Plan Review (Fire Master Plan)
Fuel Modification Plan Revision Review (Change to Existing Plan)
Appeal for Alternate Methods and Materials
Appeal of Alternate Methods and Materials to the Board of Appeals
Appeal of a ruling by the Fire and/or Building Code Official
Plan Check Tank Installation Or Removal Above Or Below Ground
Inspection Tank Installation Or Removal Above Or Below
Plan Check Hazardous Materials Piping
Inspection Hazardous Materials Piping
Initial Plan Review Hazardous Processes Or Occupancies
Annual Permit Hazardous Processes Or Occupancies
Hazardous Processes Or Occupancies, Single Event Permit
State Mandated Inspections
Hazardous Materials Business Plan, Inventory Disclosure And Applicable Permit
Incident Response Recovery, Motor Vehicle Accidents
Incident Response Recovery, Hazardous Materials
Incident Response Recovery, Pipeline and Power Line Incidents
Incident Response Recovery, Fire/Fire Investigation
Incident Response Recovery, Water Incidents
Incident Response Recovery, Special Rescue
Incident Response Recovery, Chief Officer Response
Incident Response Recovery, Skilled nursing facilities non-emergency situations
Mobile Home Park inspection

Engine Company inspection
Fire Report
Hazardous Materials Review and Inspection
Fire False Alarm Response
Weed Inspection/Abatement
Private Fire System Flow test
Fire Suppression Stand-By
Community Care Facility Pre-Inspection
CA Fire Code/International Fire Code Required Permits

LIBRARY FEES

Late fees for all materials
Replacement fees
Copies and printing
Public fax
Collection agency fees
Replacement Card
Visitors Card
Buying computer time
Passport processing
Conference Room Rental
Main Hall/ Kitchen Rental
Half Hall/ No Kitchen Rental
Preparation
Cleanup

PLANNING AND CODE ENFORCEMENT FEES

ABC Review- Finding of Public Convenience and Necessity (Director Review)
Administrative Use Permit Modification
Administrative Use Permit
Administrative Adjustment
Adult Business Permit
Airport Influence Area Review
Airport Compatibility Study Review
Annexation
Appeal of Community Development Director Decision
Appeal of Planning Commission Decision
Auto Center Plan Review - Site Development Review
CEQA: Environmental Impact Report
CEQA: Initial Study w/Mitigated Negative Declaration
CEQA: Initial Study w/Negative Declaration
CEQA: Categorical Exemption
Certificate of Compliance (Not Including Lot Line Adjustment)
City attorney review/meetings
Amendment to conditions of Approval
Conversion from Senior Housing Permit
Conversion to condominiums

CUP – major
CUP – minor
CUP – modification
Density Bonus Agreement
Determination of Use
Development Agreement
Development Agreement Amendment
Downtown Project Review- major
Downtown Project Review-minor
Extension of Time – director review
Extension of Time – planning commission review
Foreclosure Registration and Re-registration
Garage Sale Permit
General Plan Amendment
GIS Mapping Fee
Habitat Acquisition & negotiation Strategy (HANS) Application
Home Occupation Permit
Homemade Food Operator Permit
Homemade Food Operator Permit Annual Renewal
Lot Line Adjustment
Environmental Mitigation Monitoring
Mobile Home Park conversion
Model home plan complex
Parcel map waiver
Planned Community Development
Planned Community Development Amendment
Planned Unit Development
Planned Unit Development Amendment
Planning Research fee
Preliminary Review (DRC)
Public Hearing Notice Publication fee (Newspaper ad)
Public Hearing Notice Property Radius Mailing (mailed notice)
Residential Rental Registration and Inspection Program fees
Shopping cart impound fee (Public Works)
Shopping cart plan containment plan review
Site Development Review - Minor
Site Development Review - Major
Site Development Review Modification- Minor
Site Development Review Modification- Major
Sign permit review
Sign Program review
Sign Program amendment
Small Group Home Permit
Specific Plan
Specific Plan Amendment

Sphere of Influence amendment
Subdivision – Reversion to acreage or lot merger
Subdivision- Amended Final Map
Substantial Conformance Determination- Subdivision/SDR/CUP
Technical Study Review
Temporary Sign/Banner Permit
Temporary Use Permit
Tentative Map Revision/Resubmitted Map
Tentative Tract Map
Tentative Tract Map - Vesting
Tentative Parcel Map
Variance
Zone Change
Zoning/Planning letter
Zoning Ordinance amendment
Code Compliance reinspection

POLICE FEES

Animal Control Services - Dog License, Neutered
Animal Control Services - Dog License, Non Neutered
Animal Control Services - Disposal
Animal Control Services - Shelter
DUI Accident Investigation
Abandoned Vehicle Removal
Crime Scene Photo Reproduction
Concealed Weapons Investigation
False 911 calls
Civil Subpoenas
Massage Establishment Inspection
Firearms Dealers
Photographs
Other Agency Citation: Non-Resident/Resident. HPD Citation
Duplicate Citations
Towing Fee
Massage Technician/Establishment Hearing
Gun Storage Admin Fee
Police Report (Non-Collision Report)
Call for Service
Traffic Collision w / injury Report
Traffic Collision without injury Report
Agency Live-scan fee
Subpoena Fee: Clerical Retrieval
Subpoena Fee: Copies up to 8.5 x 14
Bicycle License
Repossession Fee
VIN Verification
Vehicle Impound Fee

Statistical Report (per location)

Clearance Letter

Witness Fee (Civil)

Taxi Vendors HPD Inspection/admin processing

Ice Cream Vendors HPD Inspection/admin processing

2nd Hand Dealer / Pawn Broker HPD Clerical/Admin DOJ License Processing Recovery

(b) The fees listed in this section shall be as defined in that certain document entitled "Comprehensive User Fee Study Report" dated September 2014, prepared by Willdan Financial Services and approved by the City Council.

(c) The city manager, finance director and each city department head, under the direction of the city manager, shall periodically review the fees listed in subsection (a) and make recommendations to the City Council as to whether any fees should be removed or added to subsection (a)."



Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jessica A. Hurst, Deputy City Manager/Administrative Services
Wally Hill, City Manager *Wally Hill*

DATE: December 9, 2014

RE: Amendment of Certain User Fees

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 14-081 to amend certain fees for service adopted by Resolution No. 4603.

BACKGROUND:

In 2012, the City contracted with Willdan Financial Services (Willdan) to prepare a Comprehensive Fee Schedule (CFS) to determine the true costs of City provided services, and recommendations for changes in the fees charged for those services. The CFS required input from virtually every City department to determine the direct, indirect and overhead costs of each service. As a part of the process to determine the actual costs of providing services, the City contracted with Willdan to prepare a Cost Allocation Plan (CAP) to determine the costs of indirect and overhead to be included in staff's fully-burdened hourly rate; the CAP was presented to the City Council at its July 22, 2014 meeting.

On September 23, 2014, the City Council opened a public hearing to elicit public comment regarding new and changed City fees for service per the Comprehensive Fee Schedule. On October 14 the City Council adopted Resolution No. 4603 updating City fees for service per the Comprehensive Fee Schedule. Since that time, through collaboration with the Building Industry Association, various building fees were reviewed and updated.

ANALYSIS:

The City charges user fees for various services provided by the departments. The majority of the fees, both in number and in dollar impact, are in the Planning, Building, Code Enforcement divisions, and the Engineering department. The CFS prepared by Willdan analyzed the cost of providing those services. By State law, the City cannot charge more than the cost of the service. A majority of the fees previously in place had not been updated since 2005 or longer. Based on the actual costs to provide services, the CFS was updated to capture 100% of the cost for most services.

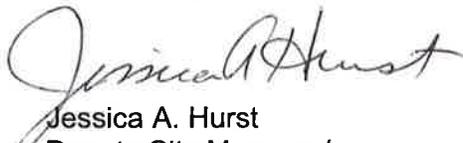
The process for adopting the Comprehensive Fee Schedule included a public hearing and adoption of a resolution to set the fee amounts; adoption of an ordinance to authorize the fees has not yet been approved. Through the public hearing process the Building Industry Association (BIA) expressed concern over the methodology used to determine several building-related fees. In response to the BIA's concerns, staff reviewed all building fees which resulted in an additional reduction of approximately forty-five (45) fees. The revised fees continue to represent 100% cost recover for those activities.

In order to enact the updated fees, Resolution No. 14-081 is being presented to Council for approval. Only those fees presented as Exhibit A to the resolution will be updated; all other approved fees will remain at their adopted rates. Upon adoption of Ordinance Bill No. 14-066, the fees will become effective following a 60-day waiting period.

FISCAL IMPACT:

The Fiscal Year 2014-15 Budget assumes an additional \$510,000 in revenue due to new and changed fees for service; however, the true effects of these changes are unknown at this time. The actual effect will depend on the level of building activity that the City experiences.

Respectfully submitted,


Jessica A. Hurst
Deputy City Manager/
Administrative Services

Approved:


Wally Hill
City Manager

ATTACHMENT:

- 1) Resolution No. 14-081



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-081**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, AMENDING CERTAIN USER
FEES ADOPTED BY RESOLUTION NO. 4603**

WHEREAS, the City Council ("Council") of the City of Hemet ("City") adopted Resolution No. 4603 setting user fees on October 14, 2014 pursuant to Government Code sections 66016 and 66018; and,

WHEREAS, the City Council, after receipt of stakeholder input and further analysis, desires to change the dollar amount of certain previously approved user fees.

NOW, THEREFORE, the City Council of the City of Hemet does hereby resolve:

1. Findings. The City Council hereby finds that

a. The above-referenced recitals are true and correct and material to this Resolution.

b. The adoption of this Resolution is not subject to CEQA review pursuant to CEQA Guideline 15378(b)(4), which provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project are not projects subject to CEQA review.

c. The user fees established by this resolution reflect the City's actual and reasonable costs of providing the services for which the fees are charged.

2. Amendment of Certain User Fees. The dollar amount of certain user fees previously adopted by the City Council in Resolution No. 4603 are hereby changed as set forth in Exhibit A, which is attached hereto and incorporated by this reference.

3. Effect on Prior Resolutions. To the extent that this resolution approves fees that overlap and are inconsistent with previous resolutions setting fees, this resolution supersedes those previous resolutions. This resolution does not supersede any previous resolution setting fees that are not included in Exhibit A to this resolution.

4. Severability. If any action, subsection, sentence, clause or phrase of this Resolution or the fees levied by this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the

**EXHIBIT A
USER FEE SCHEDULE**

**City of Hemet
Community Development Fees**

Ref #	Department	Major Group	Group	Fee	Project Threshold	Note	Unit	Full Cost	Current Fee	Targeted Cost Recovery Level (%)	Recommended Fee
142	Building	Assembly	Assembly T: IIB, IIB, VB	Assembly - Tenant Improvement Permit	0.0047	x FBHR SBI Ea Additional Sq. Ft.	1,250	\$ 3,643.80	Estimate	100%	\$ 3,643.00
166	Building	Business	Business: IIA, VA, IV	Shell Group B Building Inspection	0.0012	x FBHR SBI Ea Additional Sq. Ft.	3,000	\$ 3,110.98	\$ 7,438.20	100%	\$ 3,110.00
239	Building	Factory	F-2: IA, IB	Factory 2: Inspection	0.0017	x FBHR SBI Ea Additional Sq. Ft.	12,500	\$ 4,581.03	Estimate	100%	\$ 4,581.00
241	Building	Factory	F-2: IIA, IIA, VA, IV	Factory 2: Inspection	0.0013	x FBHR SBI Ea Additional Sq. Ft.	12,500	\$ 3,708.40	\$ 3,710.88	100%	\$ 3,708.00
243	Building	Factory	F-2: IIB, IIB, VB	Factory 2: Inspection	0.0009	x FBHR SBI Ea Additional Sq. Ft.	12,500	\$ 2,694.89	Estimate	100%	\$ 2,694.00
245	Building	Factory	F Shell: IA, IB	F Shell: Inspection	0.0017	x FBHR SBI Ea Additional Sq. Ft.	12,500	\$ 4,842.42	Estimate	100%	\$ 4,842.00
247	Building	Factory	F-Shell: IIA, IIA, VA, IV, VA	F Shell: Inspection	0.0013	x FBHR SBI Ea Additional Sq. Ft.	12,500	\$ 3,506.53	Estimate	100%	\$ 3,506.00
249	Building	Factory	F-Shell: IIB, IIB, VB	F Shell: Inspection	0.0009	x FBHR SBI Ea Additional Sq. Ft.	12,500	\$ 2,433.51	Estimate	100%	\$ 2,433.00
294	Building	Institutional	I-2, I-3; I-4: IIA, IIA, VA, IV	Institutional: Building Inspection	0.0026	x FBHR SBI Ea Additional Sq. Ft.	8,750	\$ 8,186.67	Estimate	100%	\$ 8,186.00
296	Building	Institutional	I-2, I-3; I-4: IIB, IIB, VB	Institutional: Building Inspection	0.0017	x FBHR SBI Ea Additional Sq. Ft.	8,750	\$ 5,536.42	\$ 5,538.45	100%	\$ 5,536.00
305	Building	Mercantile	M: IIA, IIA, VA, IV	Mercantile: Retail Market Building Permit	0.0023	x FBHR SBI Ea Additional Sq. Ft.	5,000	\$ 4,396.09	\$ 6,259.96	100%	\$ 4,396.00
391	Building	Residential	R-3 Single Family Dwelling	Residential: Single Family Dwelling Building Permit	0.0072	x BI1 Time for ea sq. ft.	1,500	\$ 1,432.03	\$ 3,168.19	100%	\$ 1,432.00
392	Building	Residential	R-3 Single Family Dwelling Production	Residential: Single Family Dwelling Building Permit Production	0.00525	x BI1 Time for ea sq. ft.	1,500	\$ 1,245.01	\$ 2,376.08	100%	\$ 1,245.00
394	Building	Residential	R-3 Duplex	Residential: Duplex Building Permit			600	\$ 1,410.64	\$ 4,283.35	100%	\$ 1,410.00
396	Building	Residential	R-3 Duplex	Residential: Duplex Building Permit			1,200	\$ 2,397.25	\$ 4,283.35	100%	\$ 2,397.00
398	Building	Residential	R-3 Duplex	Residential: Duplex Building Permit			2,400	\$ 3,374.15	\$ 4,283.35	100%	\$ 3,374.00
400	Building	Residential	R-3 Duplex	Residential: Duplex Building Permit			4,000	\$ 5,024.96	Estimate	100%	\$ 5,024.00
402	Building	Residential	R-3 Duplex	Residential: Duplex Building Permit			6,000	\$ 6,600.30	Estimate	100%	\$ 6,600.00
404	Building	Residential	R-3 Duplex Production	Residential: Duplex Building Permit		each unit	1,200	\$ 2,010.39	Estimate	100%	\$ 2,010.00
405	Building	Residential	R-3 Duplex Production	Residential: Duplex Building Permit		each unit	2,400	\$ 2,782.42	Estimate	100%	\$ 2,782.00
406	Building	Residential	R-3 Duplex Production	Residential: Duplex Building Permit		each unit	4,000	\$ 4,087.12	Estimate	100%	\$ 4,087.00
407	Building	Residential	R-3 Duplex Production	Residential: Duplex Building Permit		each unit	6,000	\$ 5,334.66	Estimate	100%	\$ 5,334.00
409	Building	Residential	Room Addition	Room Addition Building Permit			125	\$ 567.34	\$ 1,547.60	100%	\$ 567.00
411	Building	Residential	Room Addition	Room Addition Building Permit			250	\$ 931.79	\$ 1,547.60	100%	\$ 931.00
413	Building	Residential	Room Addition	Room Addition Building Permit			500	\$ 1,414.85	\$ 1,547.60	100%	\$ 1,414.00
415	Building	Residential	Room Addition	Room Addition Building Permit			833	\$ 2,094.16	Estimate	100%	\$ 2,094.00
417	Building	Residential	Room Addition	Room Addition Building Permit			1,250	\$ 2,744.35	Estimate	100%	\$ 2,744.00
419	Building	Residential	Room Addition-Conversion	Room Addition Building Permit			<=125	\$ 449.81	\$ 1,351.67	100%	\$ 449.00
421	Building	Residential	Room Addition-Conversion	Room Addition Building Permit			126-250	\$ 697.81	\$ 1,351.67	100%	\$ 697.00
423	Building	Residential	Room Addition-Conversion	Room Addition Building Permit			251-500	\$ 1,025.60	\$ 1,351.67	100%	\$ 1,025.00
458	Building	Storage	S1 & S2: IA, IB	Storage: Building Permit	0.0036	x FBHR BIII Ea Additional Sq. Ft.	12,500	\$ 7,600.58	Estimate	100%	\$ 7,600.00

**EXHIBIT A
USER FEE SCHEDULE**

**City of Hemet
Community Development Fees**

Ref #	Department	Major Group	Group	Fee	Project Threshold	Note	Unit	Full Cost	Current Fee	Targeted Cost Recovery Level (%)	Recommended Fee
460	Building	Storage	S1 & S2: IA, IIA, VA, IV	Storage: Building Permit	0.0027	x FBHR BIII Ea Additional Sq. Ft.	12,500	\$ 5,773.62	\$ 6,505.63	100%	\$ 5,773.00
464	Building	Storage	S1 & S2: IA, IB	Storage: Shell - Building Permit	0.0024	x FBHR BIII Ea Additional Sq. Ft.	12,500	\$ 5,113.83	Estimate	100%	\$ 5,113.00
466	Building	Storage	S1 & S2: IA, IIA, VA, IV	Storage: Shell - Building Permit	0.0018	x FBHR BIII Ea Additional Sq. Ft.	12,500	\$ 3,906.10	Estimate	100%	\$ 3,906.00
468	Building	Storage	S1 & S2: IIB, IIB, VB	Storage: Shell - Building Permit	0.0012	x FBHR BIII Ea Additional Sq. Ft.	12,500	\$ 2,699.77	Estimate	100%	\$ 2,699.00
470	Building	Storage	S1 & S2: IA, IB	Storage: Basic Shell TI - Building Permit	0.015	x FBHR BIII Ea Additional Sq. Ft.	1,250	\$ 3,943.84	Estimate	100%	\$ 3,943.00
472	Building	Storage	S1 & S2: IIA, IIA, VA, IV	Storage: Basic Shell TI - Building Permit	0.0113	x FBHR BIII Ea Additional Sq. Ft.	1,250	\$ 3,029.62	Estimate	100%	\$ 3,029.00
474	Building	Storage	S1 & S2: IIB, IIB, VB	Storage: Basic Shell TI - Building Permit	0.0075	x FBHR BIII Ea Additional Sq. Ft.	1,250	\$ 2,114.05	Estimate	100%	\$ 2,114.00
476	Building	Storage	S1 & S2: IA, IB	Storage: TI - Building Permit	0.0239	x FBHR BIII Ea Additional Sq. Ft.	1,250	\$ 5,113.83	Estimate	100%	\$ 5,113.00
477	Building	Storage	S1 & S2: IIA, IIA, VA, IV	Storage: TI - Building Permit	0.0179	x FBHR BIII Ea Additional Sq. Ft.	1,250	\$ 3,906.10	Estimate	100%	\$ 3,906.00
480	Building	Storage	S1 & S2: IIB, IIB, VB	Storage: TI - Building Permit	0.0119	x FBHR BIII Ea Additional Sq. Ft.	1,250	\$ 2,698.37	Estimate	100%	\$ 2,698.00

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**CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 14-071**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET CALIFORNIA AMENDING SECTION 90-4 (DEFINITIONS), SECTION 90-383 (PERMITTED USES – MULTIPLE FAMILY ZONES), SECTION 90-892 (PERMITTED USES – COMMERCIAL ZONES), SECTION 90-932 (PERMITTED USES – DOWNTOWN ZONES) AND SECTION 90-1212 (PERMITTED USES – INSTITUTIONAL ZONE) OF CHAPTER 90 (ZONING) OF THE HEMET MUNICIPAL CODE TO UPDATE AND EXPAND THE DEFINITIONS FOR CERTAIN TYPES OF CONGREGATE LIVING FACILITIES AND TO ALLOW THOSE USES BY CONDITIONAL USE PERMIT IN SPECIFIED ZONES.

WHEREAS, interest in congregate living facilities has increased over the past few years and new types of facilities are being proposed that offer a variety of living arrangements and residential options for seniors; and

WHEREAS, professional and governmental organizations are updating their terminology to accommodate the new trends; and

WHEREAS, the amendment updates the definitions and terminology for certain types of congregate living facilities to meet industry standards; and

WHEREAS, the amendment provides for the establishment of certain types of congregate living facilities by conditional use permit in specified zones; and

WHEREAS, approval of these zoning ordinance amendments will not detrimentally affect the health, safety, or welfare of residents of the City of Hemet; and

WHEREAS, on October 21, 2014, the Planning Commission was presented with a draft of this Ordinance Bill No. 14-071 and, after conducting a duly noticed public hearing, voted to recommend that the City Council approved Ordinance Bill No. 14-071

1 **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES HEREBY**
2 **ORDAIN AS FOLLOWS:**

3 **SECTION 1: AMENDMENT OF CHAPTER 90**

4 Chapter 90 (Zoning) is to be amended as shown in Exhibit A1 (Definitions),
5 Exhibit A2 (Permitted Uses – Multiple Family Zone), Exhibit A3 (Permitted Uses –
6 Commercial Zones), Exhibit A4 (Permitted Uses – Downtown Zones), and Exhibit A5
7 (Conditionally Permitted Uses in the Institutional Zone) of the proposed Ordinance Bill
8 No. 14-071. hereto.

9 **SECTION 2: CEQA FINDINGS.**

10 This Ordinance is exempt from the California Environmental Quality Act (“CEQA”)
11 under CEQA Guideline 15061(b)(3) because it can be said with certainty that there is no
12 possibility the proposed Ordinance may have a significant effect on the environment.
13 The proposed Ordinance does not relate to any physical project and will not result in any
14 physical change to the environment. Additionally, the proposed land use designations
15 were analyzed by the environmental impact report prepared for the comprehensive
16 update to the Hemet General Plan and adopted in January 2012. Therefore, it can be
17 seen with certainty that there is no possibility that this Ordinance may have a significant
18 adverse effect on the environment and, therefore, the adoption of this Ordinance is
19 exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

20 **SECTION 3: SEVERABILITY.**

21 If any section, subsection, subdivision, sentence, clause, phrase, or portion of this
22 Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any
23 court of competent jurisdiction, such decision shall not affect the validity of the remaining
24 portions of this Ordinance. The City Council hereby declares that it would have adopted
25 this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or
26 portion thereof, irrespective of the fact that any one or more sections, subsections,
27 subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or
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unconstitutional.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days from its passage by the City Council of the City of Hemet.

SECTION 5: PUBLICATION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

INTRODUCED at the regular meeting of Hemet City Council on the 18th day of November, 2014.

APPROVED AND ADOPTED this 9th day of December, 2014.

Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance was introduced and first read on the 18th day of November, 2014, and had its second reading at the regular meeting of the Hemet City Council on the 9th day of December, 2014, and was passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sarah McComas, City Clerk

Exhibit A1

Proposed Amendments to
Section 90-4 (Definitions)

ARTICLE I (IN GENERAL), Sec. 90-4. Definitions—Generally.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words, terms and phrases, which are not defined herein, shall be as defined in a dictionary of common use, such as Webster's.

Note: No other section in this article is affected by ZOA14-005.

Assisted living facility means a facility for more than six individuals offering assistance with basic activities of daily living such as bathing, grooming, and dressing. Assisted living facilities may offer medication assistance and/or reminders, but differ from a skilled nursing facility in that they do not offer complex medical services. The term "assisted living facility" shall include long-term care facility, rest home, memory support facility, or residential care facility for the elderly.

Boarding house and lodging house shall mean a residence or dwelling, other than a hotel, wherein a room or rooms, with or without individual or group cooking facilities, are rented, leased or subleased under two or more separate written or oral rental agreements, leases or subleases, whether or not the owner, agent or rental manager resides within the dwelling unit. A boarding house or lodging house is subject to the provisions of Article X, Division 1 (Boarding Houses and Group Homes) in this chapter.

Congregate Care Facility means the same as "Assisted Living Facility."

Continuing Care Retirement Community means a facility regulated by the State of California that provides a combination of independent living, assisted living, and skilled nursing services for senior citizens at one location for the duration of a resident's life generally under the terms of a lifetime contract.

Convalescent hospital or nursing home means the same as "Skilled Nursing Facility." ~~an institution rendering extended care, nursing, dietary and other personal services to convalescents, invalids or aged persons, in which surgery is not performed and primary treatment such as is customarily given in general hospitals is not provided. The term "convalescent hospital" shall include nursing homes, convalescent homes, rest homes and sanitariums.~~

Home for the aged means an institutional facility for the lodging and care of ambulatory senior citizens, and offering or providing lodging, meals, dietary service or other personal services, but not including care or treatment of persons with addictions or contagious or communicable diseases, insanity, or surgery, physical therapy, full-time

~~nursing care or similar activities customarily provided in a hospital, skilled nursing facility or convalescent hospital.~~

~~Rest home means the same as the term "convalescent hospital."~~

Rooming house means the same as the term "boarding house" and is subject to the provisions of Article X, Division 1 (Boarding Houses and Group Homes) in this chapter.

~~Sanitarium means the same as the term "convalescent hospital!"~~

~~Senior housing~~ means an independent living facility, complex, mobile home park or subdivision that serves persons 55 years or older as provided in Article XXXI of this chapter.

~~Skilled Nursing Facility~~ means a facility that offers 24-hour medical care provided by nurses and physicians. Skilled nursing facilities may care for frail residents totally dependent on nursing care. The term "skilled nursing facility" shall include convalescent hospital, nursing home, and hospice facility.

~~Small licensed residential care facility~~ is defined as provided in section 90-262 of this chapter.

Exhibit A2

Proposed Amendments to
Section 90-383
(Permitted Uses – Multiple
Family Zones)

Sec. 90-383. Permitted uses.

In the R-2, R-3 and R-4 zones, permitted and conditionally permitted uses shall be as listed within the Land Use Matrix.

Note: No other section in this article is affected by ZOA14-005.

MULTIPLE-FAMILY RESIDENTIAL LAND USE MATRIX					
X=Not Permitted Use P=Permitted Use C=Conditionally Permitted Use (CUP)					
A=Administrative Use (AUP) SGHP=Small Group Home Permit					
	ZONE			REFERENCE	
	R-2	R-3	R-4	Additional or explanatory regulations or requirements	
A. Residential Uses					
1.	Accessory Dwelling Unit	P	P	P	
2.	Mobile Home Parks	C	X	X	Article XX and Title 25 of the California Government Code
3.	Multifamily housing, including duplexes, condominiums, apartments, or similar residential units*				
	a. Senior housing (independent)	P	P	P	90-4, 90-387 and 90-1081
	b. Two family dwellings	P	P	X	
	c. Multiple-family dwellings	P	P	P	
4.	Single-family detached condominiums	P	P	X	
5.	Single-family homes	P	P	X	
B. Residential—Other					
1.	Home occupations	P	P	P	90-72
2.	Animal keeping	P	P	P	90-77
3.	Residential	P	P	P	90-386

	accessory uses and structures				
C.	Care Uses				
1.	Assisted living facility	C	C	C	90-4
2.	Boarding houses congregate care facilities	C	C	X	90-261 90-4
3.	Continuing Care Retirement Communities	C	C	C	90-4
3.4	Child or adult day care facility	C	C	C	
4.5	Group homes and small licensed care facilities				
	a. Small, licensed residential care facilities	P	P	X	Article X
	b. Large group homes (10 or fewer occupants)	A	A	X	Article X
	c. Large group homes (11 or more occupants)	C	C	X	Article X
	d. Small group home	SGHP	SGHP	X	Article X
6.	Skilled Nursing Facility	X	C	C	90-4

Exhibit A3

Proposed Amendments to
Section 90-892
(Permitted Uses –
Commercial Zones)

Sec. 90-892. Permitted uses.

In the R-P, O-P, C-1, C-2 and C-M zones, permitted and conditionally permitted uses shall be as listed within the "Land Use Matrix." Whenever a business is conducted, a city business license is required pursuant to chapter 18.

Note: No other section in this article is affected by ZOA14-005.

COMMERCIAL LAND USE MATRIX						
P=Permitted Use		A=Administrative Use (AUP)		C=Conditionally Permitted Use (CUP)		
		R-P	O-P	C-1	C-2	C-M
A.	Agricultural Uses					
1.	Kennel for dogs and/or cats (in accordance with special regulations listed in section 90-78)					
	a. As an accessory use (indoor)	X	X	P	P	P
	b. As an accessory use (outdoor)	X	X	A	A	A
	c. As a primary use (indoor or outdoor)	X	X	C	C	C
2.	Nursery					
	a. Wholesale	C	C	C	C	C
	b. Retail	P	P	P	P	P
	c. Retail—Indoor only	X	X	X	X	X
B.	Residential Uses					
1.	Assisted living facility	X	C	C	C	X
1.2	Bed and breakfast	A	A	A	A	X
3.	Continuing Care Retirement Community	X	C	C	X	X
2.4	Day care facility serving more than six clients	P	P	P	P	P
3.5	Group homes and small licensed residential care facilities (see section 90-261 et seq.)					
	a. Small licensed residential care facility	P	X	X	X	X
	b. Large group home (10 or fewer residents)	C	C	X	X	X
	c. Large group home (11 or more residents)	C	C	X	X	X
	d. Small group home	A	C	X	X	X
4.6	Emergency shelter subject to the requirements of article X, division 4. Existing shelter in C-1 zone pursuant to section 90-303(b)	X	X	P	X	CUP

COMMERCIAL LAND USE MATRIX						
P=Permitted Use A=Administrative Use (AUP) C=Conditionally Permitted Use (CUP)		R-P	O-P	C-1	C-2	C-M
5.7	Home occupation in an existing single-family home subject to the requirements of section 90-72	P	P	P	P	P
6.8	Household pets in an existing single-family home, including, but not limited to, dogs, pot belly pigs, and cats when on the site of an existing residential unit subject to the requirements of section 90-77	P	P	P	P	P
7.9	Mixed use, an integrated mix of residential and nonresidential uses on a single site	X	X	C	C	X
8.10	Mobile home park, recreational vehicle park, or travel trailer park	X	X	X	X	C
9.11	Multiple-family residence subject to the requirements of the R-3 zone development standards	C	X	X	X	X
10.12	Rented room, a maximum of one room, within an existing single-family dwelling	P	P	P	P	P
11.13	Single-family residence (existing only), including manufactured housing, prefabricated housing, and mobile homes built after 1986 when installed on permanent foundations and subject to the requirements of subsection 90-315(a)	P	P	P	P	P
14.	Skilled nursing facility	X	C	C	C	X

Exhibit A4

Proposed Amendments to
Section 90-932
(Permitted Uses –
Downtown Zones)

Sec. 90-932. Permitted and conditionally permitted uses.

In the D-1 and D-2 zones, permitted and conditionally permitted uses shall be as listed within the following "land use matrix." Land uses allowed subject to an administrative approval are shown as "A" in the table below. Uses which are not permitted in the zone are shown as NP. All other uses not specifically listed in the table below shall be interpreted to not be allowed, unless a similar use determination is made by the director pursuant to [section 90-3](#) of the HMC Whenever a business is conducted, a city business license is required pursuant to chapter 18 of the HMC and a certificate of occupancy is required for all uses pursuant to Section 309 of the Uniform Administrative Code.

Note: No other section in this article is affected by ZOA14-005.

DOWNTOWN LAND USE MATRIX			
P = Permitted Use			
A = Administrative Use Permit			
C = Conditionally Permitted Use			
NP = Not Permitted			
ZONE		D-1	D-2
A.	Residential Uses		
1.	Assisted living facility as defined in section 90-4	X	C
1.2	Bed and breakfast	A	A
3.	Continuing care retirement community as defined in section 90-4	X	C
2.4	Home occupation in an existing single-family home subject to the requirements of section 90-72	P	P
3.5	Household pets in an existing single-family home, including, but not limited to, dogs and cats when on the site of an existing residential unit subject to the requirements of section 90-77	P	P
4.6	Mixed use, an integrated mix of residential and nonresidential uses on a single site, including, but not limited to, retail, professional offices, service commercial, restaurants, residential uses on the second floor over office or commercial uses	C	C
5.7	Multiple-family residence subject to the requirements of the R-3 zone development standards	C	C
8.	Multiple family senior housing subject to the requirements of the R-3 zone development standards and Article XXXI	C	C
9.	Skilled nursing facility as defined in section 90-4.	X	C
6-10	Single-family residential structures constructed prior to April 20, 2001, pursuant to section 90-936	P	P
B.	Commercial Uses		
1.	Adult business as defined in section 90-18	X	X
2.	Alcohol sales		
	a. In conjunction with an exempt land use per section 90-90(e)	P	P
	b. All other on-sale and off-sale alcohol sales	C	C

Exhibit A5

Proposed Amendments to
Section 90-1212
(Permitted Uses in the
Institutional Zone)

Sec. 90-1212. Uses permitted by conditional use permit.

The following uses shall be permitted in the institutional zone subject to review as prescribed in section 90-1221:

- (1) Arboretums.
- (2) Airports.
- (3) Colleges.
- (4) Convention and exhibition centers.
- (5) Public golf courses.
- (6) Cultural centers.
- (7) Fairgrounds.
- (8) Fire stations.
- (9) Flood control facilities.
- (10) Government offices.
- (11) Historic landmarks, memorials and monuments.
- (12) Hospitals.
- (13) Libraries.
- (14) Museums.
- (15) Parking areas.
- (16) Parks and playgrounds.
- (17) Police stations.
- (18) Public schools.
- (19) Sewage treatment plants.
- (20) Water tanks, water wells, water pump stations and water treatment plants.
- (21) Senior residential uses, ~~assisted living facilities, continuing care retirement communities, skilled nursing facilities, convalescent hospitals, rest homes, nursing homes, sanitariums, homes for the aged, centers for emotionally or physically handicapped persons~~ and similar institutions

(Ord. No. 1138; Ord. No. 1203; Ord. No. 1224; Code 1984, § 24101)



Staff Report

TO: Honorable Mayor and Members of the City Council
 FROM: David M. Brown, Chief of Police; Wally Hill, City Manager
 DATE: December 9, 2014
 RE: FY14-15 State COPS Allocation Expenditure Plan

RECOMMENDATION:

1. Accept the 2014-2015 State COPS award of \$128,764.
2. Approve the proposed expenditure plan for the \$128,764 in State COPS funding for 2014-2015.
3. Upon award of the allocation, authorize increase in revenues of \$128,764 and increase in appropriation in the amount of \$128,764 to accounts to be assigned by Finance based on the approved expenditure plan.

BACKGROUND:

The Supplemental Law Enforcement Services Account (SLESA) provides funding to support front line law enforcement services. This is also known as the Citizen's Option for Public Safety (COPS) allocation. The allocation requires that the proposed expenditure plan be approved by the governing body (City Council) prior to the funds being distributed.

ANALYSIS:

Based on projected operational priorities, we have identified the following expenditure plan:

Software Upgrades	\$57,000
Facility Upgrades	\$12,000
Safety Equipment	\$42,000
Specialized Training	<u>\$17,764</u>
Total Funding	\$128,764

FISCAL IMPACT:

No impact to the General Fund. There is no match required for this allocation.

Respectfully submitted,

David M. Brown
Chief of Police

Fiscal Review:

Jessica Hurst
Deputy City Manager
Administrative Services



October 31, 2014

Mr. Wally Hill
City Manager
City of Hemet
445 E. Florida
Hemet, CA 92543

Dear Mr. Hill,

The Supplemental Law Enforcement Services Account (SLESA) provides money to support front line law enforcement services. In April 2002, Senate Bill 823 amended the Government Code Sections 30061 and 30063 to require that, "The city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city or the chief administrator of the enforcement agency that provides police services for that city."

Please submit your city expenditure plan for the FY 2014-2015 allocation as requested. The expenditure form is attached. Your allocation is \$128,764. Amended Government Code 30061 states "the Controller shall allocate funds in monthly installments to local jurisdictions for public safety in accordance with this section as annually calculated by the Director of Finance." The request to the city council should specify the personnel, equipment, and programs necessary to meet the city's needs. The council, at a public meeting, considers the request and determines the allocation of funds.

Once your city council has approved your local expenditure plan, please submit a copy to the Riverside County Sheriff's Department Specialized Accounting Unit. Please submit your expenditure plan by **December 15, 2014**. You may email the completed plan to etsou@riversidesheriff.org or fax it to the Specialized Accounting Unit at 951-955-9650. If you have any questions, please contact Erik Tsou at 951-955-2737. Thank you for your assistance.

Sincerely,

STANLEY L. SNIFF, SHERIFF-CORONER

A handwritten signature in blue ink, appearing to read "Lee Wagner".

Lee Wagner, Assistant Sheriff

SS/et

cc: Chief of Police Dave Brown
Enclosure: SLESA Expenditure Plan



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: David M. Brown, Chief of Police; Wally Hill, City Manager *Wally Hill*

DATE: December 9, 2014

RE: Acceptance of 2014 State Homeland Security Program (SHSP) Grant for Purchase of Interoperable Handheld Radios

RECOMMENDED ACTION:

1. Accept the 2014 State Homeland Security Program Grant in the amount of \$79,444.
2. Authorize the finance department to establish an expenditure account and budget in the amount of \$79,444.

BACKGROUND:

This grant was awarded to Hemet Police Department following a competitive application process. The State Homeland Security Grant Program is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks, as well as support critical terrorism prevention activities.

PROJECT DESCRIPTION:

This grant will allow the Police Department to purchase thirteen (13) handheld interoperable radios for use by field personnel.

ANALYSIS:

A key theme in Department of Homeland Security funding for the past several years has been radio interoperability. The ability to communicate effectively with various regional agencies is paramount to law enforcement and the community safety.

COORDINATION AND REVIEW:

This purchase is recommended after coordination with the city IT Department and regional interoperability group.

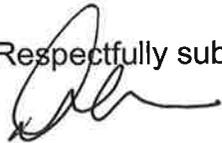
CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

Public safety has been identified as a top priority of the Hemet City Council. Acceptance of this grant allows the department to continue to fund needed equipment from sources other than the General Fund.

FISCAL IMPACT:

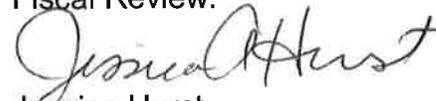
No impact to the General Fund. This is a reimbursement grant. No matching funds are required.

Respectfully submitted,



David M. Brown
Chief of Police

Fiscal Review:



Jessica Hurst
Deputy City Manager
Administrative Services



RIVERSIDE COUNTY FIRE DEPARTMENT
IN COOPERATION WITH
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

John R. Hawkins ~ Fire Chief
210 West San Jacinto Avenue ~ Perris, CA 92570
(951) 940-6900 ~ www.rvcfire.org

PROUDLY SERVING THE
UNINCORPORATED AREAS
OF RIVERSIDE COUNTY
AND THE CITIES OF:

BANNING

BEAUMONT

CALIMESA

CANYON LAKE

COACHELLA

DESERT HOT SPRINGS

EASTVALE

INDIAN WELLS

INDIO

JURUPA VALLEY

LAKE ELSINORE

LA QUINTA

MENIFEE

MORENO VALLEY

PALM DESERT

PERRIS

RANCHO MIRAGE

RUBIDOUX CSD

SAN JACINTO

TEMECULA

WILDOMAR

BOARD OF
SUPERVISORS:

BOB BUSTER
DISTRICT 1

JOHN TAVAGLIONE
DISTRICT 2

JEFF STONE
DISTRICT 3

JOHN BENOIT
DISTRICT 4

MARION ASHLEY
DISTRICT 5

October 10, 2014

Dave Brown
Shirley Johnson
City of Hemet PD

RE: FY14 State Homeland Security Program (SHSP) Award - PD Comm- \$79,444
Grant #: 2014-SS-00093 CFDA#: 97.067

The California Office of Emergency Services (CalOES) has approved Riverside County's
FY14 Homeland Security Grant Program (HSGP) application and has authorized the
commencement of expenditures and reimbursement requests. The overall performance
period of this grant is October 10, 2014 - February 28, 2016. The following milestones
have been set by the state for your projects:

Table with 3 columns: Project, Amount, Completion Date. Row 1: PD Communications, \$39,722, 8/01/2015

Subject to pending paperwork this letter serves as authorization to begin spending and
requesting reimbursement of your Anti-Terrorism Approval Authority (ATAA) approved
projects. Riverside County OES does require you to provide a signed FY14 Grant
Assurance and completed and signed Workbook Face-Sheet within 15 days of date of this
letter. Please remember that changes to your grant will require the approval of the OA prior
to incurring any costs. All modifications, EHP's, sole source procurement, EOC and
construction requests require additional approvals from CalOES through the OA prior to
incurring any costs. Your Agency's Financial Workbook outlining your approved spending is
included on the CD provided to you at the Post Award Workshop.

By accepting this award it will be understood that you are agreeing to conform to the
requirements of the grant as put forth in the FY14 Grant Assurances, the Federal Single
Audit Act of 1984 and amendment of 1996. Performance Bonds are required for any
equipment item over \$250,000 or any vehicle aviation, or watercraft regardless of cost that
is being paid for with any portion of grant funds. Any funds found owed as a result of a final
review or audit must be refunded to the County within 15 days upon receipt of an invoice
from Riverside County Fire/OES.

As always, please feel free to contact us with any questions you may have. I look forward
to working with you and appreciate your cooperation and support.

Regards,

Kim Dana

Kim Dana and Laronte Groom
Administrative Services Analyst II
Riverside County Fire/OES
951-955-0419, 951-955-8517



Staff Report

To: Honorable Mayor and Members of the City Council

From: Jorge Biagioni, Director of Engineering/City Engineer;
Wally Hill, City Manager *Wally Hill*

Date: December 9, 2014

Subject: Dedication of Right-Of-Way
Realignment of Warren Road, north of Mustang Way
Rancho Diamante Investments, LLC (Strata/Benchmark Pacific)

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

1. Accept the attached Grant Deed, for right-of-way purposes, and
2. Authorize the City Clerk to record them with the County of Riverside Recorder's Office.

BACKGROUND:

The realignment of Warren Road was required after the discovery of an environmental sensitive area containing a vernal pool that needed to be preserved. The property owners, Rancho Diamante Investments, LLC, are dedicating in fee the additional right-of-way to accommodate the ultimate improvements on Warren Road.

FISCAL IMPACT:

No cost to the City for obtaining the right-of-way.

Respectfully submitted,

Jorge Biagioni
Director of Engineering/City Engineer

Attachment: Grant Deed with Legal Description and Plat

WHEN RECORDED MAIL TO:

Name: **City of Hemet**
Address: **445 E. Florida Avenue**
City, State Zip: **Hemet, CA 92543**

Attn: City Clerk

Title Order No.

Escrow No.

GRANT DEED

STREET RIGHT-OF-WAY

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX is \$ 0.00 CITY TAX is \$ 0.00

... computed on the full value of the property conveyed, or

... computed on full value less value of liens or encumbrances remaining at the time of sale,

... this is a conveyance of an easement and the consideration and value is less than \$100, R & T 11911,

... Unincorporated area ___ City of Hemet, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Page/Strata/BP, LLC, a California limited liability company

hereby GRANT(S) to: **CITY OF HEMET**

in fee simple, for municipal, road, and utility purposes, the real property in the City of Hemet, County of Riverside, State of California described on **Exhibit A and Exhibit B** attached hereto and made a part hereof.

"Owner"

RANCHO DIAMANTE INVESTMENTS, LLC, a California limited liability company,

By: STRATA/BENCHMARK PAGE RANCH, L.P., a California limited partnership, Its Managing Member

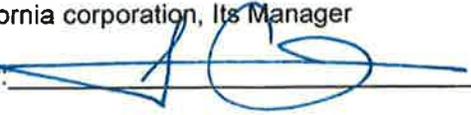
By: BENCHMARK PACIFIC MANAGEMENT, INC., a California corporation, Co-Managing General Partner

By:  _____

Douglas M. Avis, President and Secretary

By: STRATA EQUITY HOLDINGS, LLC, a California Limited liability company, Co-Managing General Partner

By: STRATA EQUITY INVESTMENTS, INC., a California corporation, Its Manager

By:  _____

Carlos D. Michan, President and Secretary

State of California

County of San Diego

On June 27, 2013 before me, Jasmine Bidenour

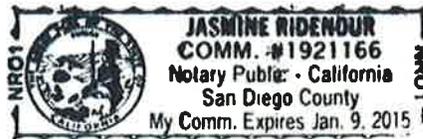
(insert name and title of the officer) personally appeared Douglas Avis

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary's signature



Jasmine Bidenour

(Notary Stamp or Seal)

State of California

County of San Diego

On July 9, 2013 before me, Marcella C. Rayon, Notary Public

(insert name and title of the officer) personally appeared Carlos D. Moran

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary's signature



Marcella C. Rayon

EXHIBIT "A"

**WARREN ROAD RIGHT OF WAY
(PAGE/STRATA/BP, LLC)**

That certain parcel of land situated in the City of Hemet, County of Riverside, State of California, being that portion of the Southeast Quarter of Section 24, Township 5 South, Range 2 West, San Bernardino Meridian, lying within a strip of land 88.00 feet in width the centerline of said strip being described as follows:

COMMENCING at the centerline intersection of Mustang Way (formerly Harrison Avenue) and Warren Road as shown on the map of Tract No. 31807 recorded in Book 413, Pages 46 through 51, inclusive, of Maps, in the Office of the County Recorder of said Riverside County;

thence along said centerline of Warren Road North 00°00'04" East 194.43 feet to the **TRUE POINT OF BEGINNING** being the beginning of a tangent curve concave southwesterly and having a radius of 1000.00 feet;

thence along said curve northwesterly 348.73 feet through a central angle of 19°58'51" to the beginning of a reverse curve, concave easterly and having a radius of 1000.00 feet a radial line of said curve from said point bears North 70°01'13" East, said curve being the southerly prolongation of that certain curve shown as being concave southeasterly and having a Delta angle of 05°13'26" and a radius of 1000.00 for a portion of the centerline of Warren Road as shown on the map of Tract No. 31808, recorded in Book 432 Pages 22 through 31, inclusive, of Maps in the Office of said Riverside County Recorder;

thence along said curve northerly 844.48 feet through a central angle of 48°23'07" to the **POINT OF TERMINATION** in the easterly line of said Southeast Quarter of Section 24 and the westerly line of said Tract No. 31808.

The sidelines of said strip to be prolonged or shortened to terminate northeasterly and southeasterly in said easterly line of said Southeast Quarter of Section 24.

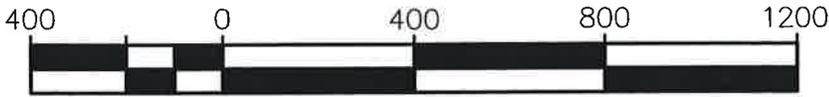
CONTAINING: 2.20 Acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part thereof.

This description was prepared
by me or under my direction.

 11/25/2014
Thomas E. Verloop PLS 5348, Date





GRAPHIC SCALE

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	19° 58' 51"	1000.00'	348.73'
2	48° 23' 07"	1000.00'	844.48'



SE 1/4 SEC. 24
T.5S., R.2W.
S.B.M.

APN 465-110-023



APN 465-110-022

$N70^{\circ}01'13''E$
(R)

T.P.O.B.
 $N00^{\circ}00'04''E$
194.43'

P.O.C.

C/L PROPOSED WARREN ROAD

P.O.I.T.

R.2W.

R.1W.

PCL. 12
C/L A.T. & S.F. R.R.

HEMET STORM CHANNEL

C/L STETSON AVENUE (FUTURE)
PCL. 13
P.M. NO. 19768
P.M.B. 123/44-49

44'
44'

TRACT NO. 31808
M.B. 432/22-31

TRACT NO. 31808-2
M.B. 437/100-106

TRACT NO. 31808-1
M.B. 428/99-110

TRACT NO. 31807-1
M.B. 413/35-45

TRACT NO. 31807
M.B. 413/46-51

C/L MUSTANG WAY
(FORMERLY HARRISON AVENUE)

SHEET 1 OF 1 SHEETS

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
40810 COUNTY CENTER DRIVE, SUITE 100
TEMECULA, CALIFORNIA 92591-6022
951.676.8042 • FAX 951.676.7240 • www.RBF.com

EXHIBIT "B"
RIGHT OF WAY DEDICATION
WARREN ROAD
PAGE/STRATA/BP, LLC

NOVEMBER 20, 2014

SCALE
1"=400'

JOB NO.
15101004-M9a

H:\PDATA\15101004\CADD\MAPPING\1004EX009A.DWG TVERLOOP 11/25/14 9:08 am

AGENDA # 19



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Peter Bryan, Interim Fire Chief
Wally Hill, City Manager *Wally Hill*

DATE: December 9, 2014

RE: FY 2014 Emergency Management Performance Grant (EMPG) Award - \$22,102 to City of Hemet Fire Department Emergency Services Division

RECOMMENDED ACTION:

1. Accept the grant approved by the California Office of Emergency Services (CalOES) for the Riverside County's FY14 Emergency Management Performance Grant Program in the amount of \$22,102.
2. Approve expenditure of funds to purchase supplies and equipment, and to fund the current Emergency Services Coordinator (50% of the salary) to support the Hemet Fire Department Emergency Services program.
3. Adopt Resolution for Authorized Agent for the FY14 Emergency Management Performance Grant (EMPG).

BACKGROUND:

This is an annual appropriations grant through the California Office of Emergency Services (CalOES) appropriated through Riverside County's Emergency Services Grant Program. The grant funding is to be matched through the current adopted 2014/15 budget for Emergency Services.

ANALYSIS:

This grant project will benefit the City of Hemet by covering a portion of the costs associated with the operations of the Emergency Operations Center and the salary for the Emergency Services Coordinator.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

- **Goal 1:** Effectively execute updated emergency operations plans, satisfying the emergency responders and policy-makers with the plans and disaster responses.

FISCAL IMPACT:

Matching funds of \$22,102 already allocated through the adopted 2014/15 Emergency Services budget (680-3500).

Respectfully submitted,

Peter Bryan
Peter Bryan
Interim Fire Chief

Fiscal Review:

Jessica A. Hurst
Jessica A. Hurst
Deputy City Manager/Administrative Services

CFDA 97.042 Grant # 2014-0070

Riverside County Operational Area GRANT AWARD FACE SHEET (Cal OES 2-101)

The Riverside County Operational Area, hereafter designated OA, hereby makes a Grant Award of funds to the following:

1. Grant Recipient: City of Hemet, Fire Department				1a. DUNS #: 094715349	
in the amount and for the purpose and duration set forth in this Grant Award.					
2. Implementing Agency: City of Hemet, Fire Department			2a. DUNS #:		
3. Implementing Agency Address:				4. Location of Project:	
Street:	510 E. Florida ave.	City:	Hemet	Zip Code + 4:	92543-4334
5. Disaster/Program Title: Emergency Management Performance Grant			6. Performance Period: 7/1/2014 to 4/30/2015		

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2014	7. EMPG					\$22,102	\$22,102	\$44,204
	8.						\$0	\$0
	9.						\$0	\$0
	10.						\$0	\$0
	11.						\$0	\$0
	12. TOTALS	\$0	\$0	\$0	\$0	\$22,102		12G. Total Project Cost: \$44,204

13. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. Official Authorized to Sign for Applicant/Grant Recipient:	15. Federal Employer ID Number: 97-6000719
---	---

Name:	Peter Bryan		Title:	Fire Chief	
Telephone:	951-765-2450	FAX:	951-765-3878	Email:	pbrvan@cityofhemet.org
	<i>(area code)</i>		<i>(area code)</i>		
Payment Mailing Address:	510 E. Florida ave		City:	Hemet	Zip Code + 4: 92543-4334
Signature:			Date:	10/1/2014	



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-080**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, TO DESIGNATE AN
AUTHORIZED AGENT UNDER THE FY14 EMERGENCY
MANAGEMENT PERFORMANCE GRANT PROGRAM
(EMPG)**

WHEREAS, the City Council ("Council") of the City of Hemet ("City") resolves to designate that the individuals whose position titles appear below are hereby designated as Authorized Agents:

Fire Chief
(Title of Authorized Agent)

OR

City Manager
(Title of Authorized Agent)

WHEREAS, the Authorized Agents are authorized, as an individual, to execute for and on behalf of the City, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining and maintaining financial assistance provided by the Emergency Management Performance Grant Program (EMPG) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).

PASSED, APPROVED, AND ADOPTED this 9th day of December, 2014.

Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 9th day of December, 2014 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

*Staff Report*

TO: Honorable Mayor and City Council

FROM: Wally Hill, City Manager *Wally Hill*
John Jansons, Community Investment Director *JJ*

DATE: December 9, 2014

RE: Contract with North Star Destination Strategies for City Branding Campaign

RECOMMENDATION:

- 1) It is respectfully recommended that the City Council authorize the City Manager to execute a contract with North Star Destination Strategies, Inc. to develop a branding strategic plan and a new "brand" for the City of Hemet, and
- 2) Appropriate \$70,000 from the General Fund uncommitted fund balance into the Economic Development Department, FY14-15 budget account, #120-8500-2710.

BACKGROUND:

On July 26, 2014, the City Council conducted a strategic planning and goal setting session during which they identified their desire to have the city develop a new "brand" that will be used to market the city for economic development and businesses development purposes.

To that end, the City Council received a presentation from North Star Destination Strategies, Inc. (NDS). Following the presentation, the City Council directed the City Manager to pursue a contract with NDS to develop a "branding" campaign for the City of Hemet to establish a branding strategic plan and a new "brand" for marketing purposes.

DISCUSSION:

Development of a "brand" and a "branding" campaign is not in and of itself an economic development program, but rather a tool that is developed complement and support an overall economic development strategy or work program. With that in mind, staff continues to refine the goals, strategies and implementation steps of the City's economic development program of the city. Among those activities is the recommendation to develop a new "brand" for the City of Hemet to support on-going marketing efforts.

Attachment 1 to this report is a summary of the project deliverables for ease of reference, Attachment 2 is the draft contract for service, and Attachment 3 is the proposal received from NDS for the Hemet "branding" project.

In recent years, NDS has performed numerous “branding” projects for various cities and organizations across the country. NDS has developed campaigns for California cities including: Glendale, Lancaster, Lodi, Milpitas, Rancho Cordova and Tehachapi to bolster their economic development, community marketing, and tourism programs. Closer to Hemet, the cities of northern San Diego County (Carlsbad, Escondido, San Marcos, Oceanside, and Vista) have collaboratively funded a “North County branding” project with NDS that is nearing completion.

NDS employs a thorough community research, stakeholder input and community engagement strategy in developing a community’s “brand”. The extensive knowledge gained is then provided to their creative staff to develop the “brand”, tag lines, slogans, graphic images and logos and to develop an overall implementation plan for a comprehensive and sustained marketing campaign utilizing the new “brand” and identity materials.

Upon approval by City Council, and execution of a contract with NDS, staff anticipates the start of this project in January or February of 2015 with completion in approximately 30-36 weeks, (September/October 2015).

As detailed in the contract and NDS proposal, the recommended Brand Print project for Hemet is estimated to cost \$95,000 and take approximately 9 months. Since direction from the Council to undertake a “branding” project came after the adoption of the 2014/2015 budget, the Economic Development Department currently has an available \$25,000 identified this year for anticipated additional marketing projects which can be used toward the total cost of the Brand Print project.

The additional funding for the Brand Print project, as desired by the Council, will require a supplemental appropriation from unallocated general fund reserves of \$70,000. Given the duration of the project, the funding required will be encumbered between Fiscal Years 2014/2015 and 2015/2016 to split the cost over two budget years.

ALTERNATIVES:

None Recommended

FISCAL IMPACT:

Appropriate \$70,000 from the General Fund uncommitted fund balance into the City Council's FY15 budget account #120-8500-2710 to fund the Brand Print project as requested by Council.

COORDINATION AND REVIEW:

The recommended action was directed by the City Council at their July 26 session and has been coordinated by the City Manager’s Office and the Economic Development Department. The Economic Property Advisory Committee (EPAC), convened in October of this year, concurs that the City should implement additional marketing and branding projects.

STRATEGIC PLAN AND COUNCIL GOALS INTEGRATION:

The recommended action is responsive to the goals and direction identified by the City Council to enhance Hemet’s image and further economic vitality in Hemet.

CONCLUSION:

- 1) It is respectfully recommended that the City Council authorize the City Manager to execute a contract with North Star Destination Strategies, Inc. to develop a new brand” for the City of Hemet, and
- 2) Appropriate \$70,000 from the General Fund uncommitted fund balance into the Economic Development Department, FY14-15 budget account, #120-8500-2710.

ATTACHMENTS:

- 1) Summary of Deliverables
- 2) Draft Contract
- 3) NDS Proposal

Recommended By:



Wally Hill
City Manager

Prepared By:



John Jansons
Community Investment Director

NORTH STAR BRANDPRINT DELIVERABLES

North Star prides itself on providing clients a comprehensive set of deliverables with real-world value as opposed to a consultant's report destined to sit on a shelf. Deliverables are provided to Hemet in a Final Printed Report as well as digitally. A summary of those deliverables as well as recommendations for their use follows.

PHASE 1 – Education

North Star will provide Hemet a set of ready-to-use tools designed to help educate stakeholders and the general public on the purpose and processes of community branding. Those tools include a press release, educational PowerPoint presentation and educational brochure.

PHASE 2 – Research and Planning

North Star conducts more than 18 different research studies, both qualitative and quantitative, to gain a complete understanding of the perceptions, attitudes and behaviors of Hemet's internal consumers including residents, stakeholders and businesses and external consumers such as visitors and economic development influencers. Competitive research is also done. These studies are conducted to inform the brand but may have additional use including business recruitment and resident satisfaction efforts. Those studies include:

- Stakeholder survey
- Community survey
- CAP (consumer/visitor awareness and perceptions) study
- Tapestry report for internal and external consumers including Census Bureau data and consumer buying behavior
- Brand Barometer measuring strength of resident advocacy
- Top Business Prospect report profiling viable business prospects for purposes of ED targeting
- Consumer mapping
- Perception study (ED influencers, stakeholders, tourism influencers)

PHASE 3 – Strategy

Based on the research North Star delivers a strategic brand platform that Hemet leaders will use to guide ALL discussions, activities and initiatives for decades to come. Regardless of the mission of an initiative, use of the brand platform as a starting place ensures that Hemet stays true to what makes it special.

PHASE 4 – Creativity

North Star provides a comprehensive package of creative deliverables designed to bring Hemet's brand strategy to life. These include:

- Brand narrative and vocabulary
- Tagline and written concept
- Production ready logo in several formats for purposes of printing, and online use
- Customized versions of production ready logo for use by identified public sector organizations
- Complete color palette
- Comprehensive graphic standards guide (printed and digital) to protect the integrity of the mark
- Sample advertising with marketing messages for different audiences
- Recommended looks for brand deliverables including stationery design, e-newsletter design, website design, outdoor board design, social media design, signage and wayfinding design, merchandise design, infrastructure design, collateral design and more.

PHASE 5 – Strategic Plan

North Star provides a step-by-step strategic plan that guides Hemet leaders through implementation of the brand from organization to fundraising to communications to community involvement. The plan covers the first two years of brand integration and includes numerous valuable tools from sample job descriptions to meeting agendas to messaging recommendations.

AGREEMENT FOR SERVICES

By and Between

**THE CITY OF HEMET,
a municipal corporation**

and

**NORTH STAR DESTINATION STRATEGIES, INC.
a corporation**

DRAFT

**AGREEMENT FOR SERVICES
BETWEEN**

**THE CITY OF HEMET, CALIFORNIA
AND
NORTH STAR DESTINATION STRATEGIES, INC.**

This Agreement for Services ("Agreement") is entered into as of this 9th day of December, 2014 by and between the City of Hemet, a municipal corporation ("City") and North Star Destination Strategies, Inc., a corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by requesting a proposal for a Community BrandPrint for the City of Hemet the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Hemet's Municipal Code, City has authority to enter into this Services Agreement and the City Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Service Provider for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one year commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Service Provider shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ninety three thousand dollars (\$93,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

(d) Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

Except as expressly provided to the contrary herein, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider.

Concept, logos and straplines not selected by the City remain the intellectual property of North Star. Stock photography used for the demonstration of creative concepts is not to be reproduced or published in any way without first negotiating usage rights with the appropriate stock image provider. To ensure that the recommended strapline (tagline) is available for use and capable of being trademarked, North Star will conduct a trademark registration search with the United States Patent and Trademark Office via their web site: <http://www.uspto.gov/main/trademarks.htm>. North Star will report any records found relating to the strapline. The pursuit of an official, legally-binding trademark is the responsibility of the Client.

Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in

accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Service Provider's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Service Provider expressly waives any claim Service Provider may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally

accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider's conduct.

(d) Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to

discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional,"

as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Service Provider are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

(b) Service Provider may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Hemet
Attn: City Manager
445 E. Florida Avenue
Hemet, CA 92543

To Service Provider: North Star Destination Strategies, Inc
Attn: Don McEachern
209 Danyacrest Drive
Nashville, TN 37214

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Hemet Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Hemet Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF HEMET

DRAFT

City Manager

ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

By: _____

Its: _____

By: _____

Its: _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____ before me, _____, personally appeared _____,

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT

TITLE(S)		
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

1. EDUCATION AND BUY-IN

- A. **Educational Presentation:** Live PowerPoint presentation (during the in-market trip) to private and public sector stakeholder groups (determined and assembled by client) for purposes of educating and furthering buy-in of community branding.
- B. **Press Release:** General discussion on what a brand is and does. Highlight need for the public's help during the process.
- C. **Educational PowerPoint:** Community branding PowerPoint presentation given to the client for use in making additional presentations, for distribution to interested parties or for placement on community websites.
- D. **Educational Brochure:** For distribution to general public.
 - 1. *North Star will work with Hemet to write and lay out the brochure to the point of a print-ready file.*
 - 2. *Hemet is responsible for providing information for customized writing and printing.*

2. RESEARCH AND PLANNING

- A. **Situation Analysis:** Questionnaire and meeting with stakeholder groups to understand your primary objectives, general history, political landscape, resources, competitors, etc.
- B. **Research and Planning Audit:** Comprehensive review of research and planning documents.
- C. **Communication and Media Audit:** Review of existing marketing materials from public and private sector stakeholders as well as recent press related to Hemet.
- D. **Familiarization Tour:** Tour of commercial sites, business parks, housing developments, downtown, retailers, restaurants, outdoor recreation areas, parks, the arts, etc.
- E. **Key Stakeholder Interviews (20):** One-on-one interviews with key stakeholders (elected officials, commissioners, employees, business owners, community leaders, etc) to gather perceptions.
- F. **Stakeholder Focus Group (2):** An in-depth group discussion with the individuals responsible for driving the branding initiative.
- G. **Vision Survey (200 Distributed):** An open-ended questionnaire distributed community leaders of Hemet.
- H. **Online Community Perception Survey (Unlimited Respondents):** A quantitative version of the Vision Survey posted online for community-wide participation and promoted using social media.

- I. **Brand Barometer:** A tool to measure the strength of Hemet's reputation relative to the rest of the United States as a place to live, work and play.
- J. **Undercover Interviews (15-20):** Informal discussions with residents, local merchants and visitors.
- K. **Tapestry® Resident vs. Region Profile:** A detailed market segmentation report created with ESRI's Arcview, Tapestry and Business Analyst software - including U.S. Census Bureau data and consumer buying behavior data from Mediamark Research Intelligence (MRI).
 - 1. **Who Report:** Resident socio-economic classifications.
 - 2. **What Report:** Profile of resident lifestyle habits such as media usage, travel behavior, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies.
- L. **Consumer Mapping:** Origin information from existing databases (inquiries, lodging properties, attractions, etc.) if available.
- M. **Online Brand Monitoring:** Review of your online reputation that measures quantity and quality of Hemet's online "mentions" plus the current topics of discussion and keywords surrounding Hemet. Will be used to guide brand action for purposes of online marketing strategy suggestion and product development.
- N. **Top Business Prospects:** A proprietary program that identifies a list of top business prospects using the combination of a psychographic workforce profile and current successful industries in Hemet. It then determines complementary businesses within a predetermined mile radius. This data will also be applied nationwide to cities that have a similar population size and workforce to pinpoint areas of opportunity for Hemet. Will be used to guide brand action for purposes of economic development.
- O. **Tapestry® Consumer Profile:** Detailed psychographic report describing consumers to Hemet using merchant or visitor records.
 - 1. *Who Report:* Consumer demographic and socio-economic classifications; this report also compares your consumers to the profiles of your community. In other words, are your residents like or unlike your visitors?
 - 2. *What Report:* Profile of consumer lifestyle and media habits such as media usage, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies, travel behavior and more.
 - 3. *Where Report:* Grid showing relative comparisons of feeder markets based on the highest concentration of core consumers.
- P. **Qualitative Perception Study (20-30):** Telephone interviews to gather insights from influencers to include, but not limited to: economic development prospects, site selectors, relocation executives, meeting planners, group tour operators, regional, state-level economic development & tourism executives.
- Q. **Quantitative Perception Study (200+ Completes):** Survey conducted using a statistically significant random sampling of consumers and non-consumers in outside markets. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and

attitudes for those who have visited Hemet will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation.

- R. **Consumer and Non-Consumer Awareness and Perception Study:** Survey conducted using a random sampling of consumers; specifically, the survey measures:
1. *Overall awareness and perceptions of Hemet.*
 2. *Overall awareness and perceptions of the competition.*
 3. *Consumer visitation patterns to Hemet.*
 4. *Attitudes regarding Hemet's strengths and weaknesses.*
 5. *Consumer opinions regarding what needs to be added or taken away.*
 6. *Changes in consumer perceptions of Hemet after visiting.*
 7. *Patterns of visitation activities associated with consumer's primary purpose of visitation*
- S. **Competitive Positioning Review:** A brand message assessment to evaluate Hemet's position relative to the competition. This will be used to inform elements of the creativity process to further confirm Hemet's uniqueness in messaging and identity.
- T. **Competitive Perception Review:** During every phase and study of the research process we look for opportunities to learn more about Hemet's top competitors, including internal and external awareness and perceptions of their strengths and weaknesses. All findings are combined in a competitive review that paints a succinct picture of the competition. Specifically, the vision survey, online community survey, quantitative perception study, focus groups, stakeholder interviews, undercover interviews and the qualitative perception study inform the competitive perception review. Should time allow, North Star will also include a site visit to nearby competitors.
- U. **Situation Brief:** Review of all research findings.
1. **Blue Sky Meeting:** Internal session for developing insights based on significant research patterns and findings.
 2. **"Understanding and Insights" Presentation:** Comprehensive review of all relevant research and recommended strategic direction.
 3. **Brand Platform Statement Development:** The guiding statement for the management and development of your brand including:
 4. Conduct a meeting to present all of the research findings as well as our recommended brand positioning based on those findings.
- V. **Written Creative Concepts:** North Star will provide three different written concepts for bringing your brand platform to life creatively. Also included is a round of revisions to the selected concept.
- W. **Logos & Graphic Identity Looks:** At least five different logo options and two distinct looks with a round of revisions to the selected option. This collaborative process results in a unique and memorable visual identity for your brand. In a word, how will your community's brand look?

1. Sub- narratives for economic development and visitor initiatives will also be provided.
 2. Assist in identifying a list of custom deliverables that target your specific goals.
- X. Provide a must-do strategic action plan for the first 6 to 36 months following your brand’s development. This plan comprises 15 fundamental action steps that ensure the brand gains traction and maintains momentum.

As part of this top 15 action plan, craft a selection of high-impact custom action ideas designed to raise the profile of brand and put it to work in every corner of your community. Special emphasis will be placed on community pride and economic development strategies. Custom ideas generally fall into the following categories:

1. **Policy** (laws or measures that support the brand strategy)
2. **•Sports** (tournaments, events, youth sports, etc.)
3. **•Environmental Applications** (look at your community as if it were a canvas)
4. **•Purpose Initiatives** (charities, sponsorships, etc.)
5. **•Festivals** (repackage existing events/festivals or develop new ones)
6. **•Arts** (public art campaigns, partnerships with art organizations, art contests with visitors, residents, students, artists in residence programs)
7. **•Private Sector** (ideas and tools to engage businesses and other private sector organizations)
8. **•Exports** (goods that are manufactured, grown or packaged in your community for export; even a famous person or idea from your community can be considered an export)
9. **•Awards** (civic awards, organizational awards, etc.)
10. **•Education** (programs in schools, small business/entrepreneur mentoring, education for front-line hospitality staff, etc.)
11. **•Sustainability** (residential green initiatives, tax incentives for green industries, etc.)
12. **•Health** (community health programs, school-based health initiatives, business-based health initiatives, hospital and health care agency partnerships)
13. **•Economic Development** (marketing, communications, training, outreach, resources, etc. . . all specifically related to economic development)
14. **•Tourism** (marketing, communications, training, products, packaging, merchandise)
15. **•Events** (any organized activity that ties back to the brand ranging in scope from festivals to health fairs to career counseling to community clean-up days)
16. **•Incentives** (tax incentives for businesses, entrepreneurs, art organizations, etc. that are in line with the brand strategy)
17. **•Master Planning** (design and development of infrastructure and support systems that correlate with the brand strategy)

6. EVALUATION

Y. Evaluation

1. 12 Month Checkup includes Recommended Measures of Accountability:
 - a. *Online Brand Perception*
 - b. *Qualitative Perception Study*

- c. *Quantitative Perception Study*
- d. *Brand Barometer*
- e. *Use of the Brand Narrative in the private sector*

Z. *Conduct a final presentation that delivers the creative product, the brand action ideas and recommended measures of accountability.*

1. *Final report is produced that delivers these items as well as the research findings, insights and strategic brand platform.*

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A. Education

North Star will provide Hemet a set of ready-to-use tools designed to help educate stakeholders and the general public on the purpose and processes of community branding. Those tools include a press release, educational PowerPoint presentation and educational brochure.

B. Research and Planning

North Star will conduct more than 18 different research studies, both qualitative and quantitative, to gain a complete understanding of the perceptions, attitudes and behaviors of Hemet's internal consumers including residents, stakeholders and businesses and external consumers such as visitors and economic development influencers. Competitive research is also done. These studies are conducted to inform the brand but may have additional use including business recruitment and resident satisfaction efforts. Those studies include:

1. Stakeholder survey
2. Community survey
3. CAP (consumer/visitor awareness and perceptions) study
4. Tapestry report for internal and external consumers including Census Bureau data and consumer buying behavior
5. Brand Barometer measuring strength of resident advocacy
6. Top Business Prospect report profiling viable business prospects for purposes of ED targeting
7. Consumer mapping
8. Perception study (ED influencers, stakeholders, tourism influencers)

C. Strategy

1. Delivers a **strategic brand platform**.

D. Creativity

1. Provide a comprehensive package of creative deliverables designed to bring Hemet's brand strategy to life. These include:
 - A. Brand narrative and vocabulary
 - B. Tagline and written concept
 - C. Production ready logo in several formats for purposes of printing, and online use
 - D. Customized versions of production ready logo for use by identified public sector organizations
 - E. Complete color palette
 - F. Comprehensive graphic standards guide (printed and digital) to protect the integrity of the mark
 - G. Sample advertising with marketing messages for different audiences

H. Recommended looks for brand deliverables including stationery design, e-newsletter design, website design, outdoor board design, social media design, signage and way finding design, merchandise design, infrastructure design, collateral design and more.

E. Strategic Plan

1. Provide step-by-step strategic plan that guides Hemet leaders through implementation of the brand from organization to fundraising to communications to community involvement. The plan covers the first two years of brand integration and includes numerous valuable tools from sample job descriptions to meeting agendas to messaging recommendations.

III. During performance of the Services, Service Provider will keep the City apprised of the status of performance by delivering the following status reports:

- a. Weekly status reports will be submitted by the NDS project manager to City project manager.
- b. Monthly status reports will be submitted by the NDS project manager to City project manager.
- c. Upon completion of major Phases or milestones of project as requested by City project manager

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

PHASE I

Getting started call	Week 1
Education & buy-in	Weeks 1 – 2

Research & Planning Phase

Situation analysis	Weeks 1 – 2
Research and planning audit	Weeks 1 – 2
Communication and media audit	Weeks 1 – 2
Consumer record collection	Weeks 1 – 3
In-market visit (fam tour, focus groups, interviews)	TBD
Vision Survey sent, received and entered	Weeks 4 – 8
Inquiry Origin data sent and report mapped	Weeks 4 – 8
Online community survey	Weeks 4 – 8
Online brand monitoring	Weeks 4 – 8
Competitive positioning review	Weeks 4 – 8
Competitive perception review	Weeks 4 – 8
*Data compiled and mapped	Weeks 6 –10
*Tapestry who, what and where reports	Weeks 6 –10
Top business prospects	Weeks 6 –10
*Perception Study (Qualitative)	Weeks 11–13
Perception Study (Quantitative)	Weeks 13–16

Insights

*Understanding and Insights development	Weeks 17-21
*Blue Sky - strategy meeting	Week 21
**Understanding and Insights presentation	Week 22

PHASE II

Creativity

Creative brief development (internal)	Week 23
Creative concept development	Weeks 24-26
**Approval of creative concept	Week27
Brand identity guide development	Weeks 28-34

Action

Action idea development	Weeks 30-34
Final report development	Weeks 34-36

PROPOSED TIMELINE

Weeks 34-36

* = *Dependent upon how quickly records are received*

** = *Dependent upon how quickly approval from client is received*

V. Service Provider will utilize the following personnel to accomplish the Services:

- A. Don McEachern
- B. Ed Barlow
- C. Rupa DeLoach
- D. Kelley Brackett
- E. Christi McEachern
- F. S. A. Habib

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

- A. N/A

EXHIBIT "B"
COMPENSATION

I. Service Provider shall use the following rates of pay in the performance of the Services:

- A. Brand Print 150\$/hr
- B. [job] [hourly rate]

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$___n/a___ per hour without written authorization from the City Manager or his designee.

III. The total compensation for the Services shall not exceed \$93,000, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C" INSURANCE

A. Insurance Requirements. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Service Provider shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

(3) Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the

insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

NORTH  STAR

Hemet BrandPrint

August 19, 2014

NORTHSTARIDEAS.COM

TABLE OF CONTENTS

2	INTRODUCTION
4	OWNERSHIP
5	PHILOSOPHY
	SCOPE OF WORK
6	<i>Education and Buy-In</i>
7	<i>Research and Planning</i>
10	<i>Insights</i>
11	<i>Creativity</i>
12	<i>Action</i>
13	<i>Evaluation</i>
14	TIMELINE
15	INVESTMENT
16	REFERENCES
17	PROJECT MANAGEMENT
18	KEY PERSONNEL
25	CONCLUSION

INTRODUCTION

Branding moves communities from good to great

Every community has a brand reputation or identity . . . what people say about them when they're not around. That reputation can be positive or negative, well-defined or nebulous. It can be right or wrong, planned or unplanned, understood or mysterious. Regardless of whether planned, wanted or even known, that reputation exists and is either working for or against your fiscal vitality.

The idea of community branding is deceptively simple: use a community's greatest strength to create a consistent memorable identity that will help propel a community to its preferred future. However, the process of community branding is much more complex. The best identities are grounded in reality but aspirational in vision. They bridge the past and the present with an eye toward the future. They are uncovered and brought to life through a process that unites rather than divides. And they serve the interests of diverse groups within the community with different agendas.

The North Star Destination Strategies approach represents the best of all branding worlds, dovetailing proven process with customized creativity and out-of-the-box thinking. That unique blend has allowed us to successfully collaborate over the last 13 years with more than 200 very different destinations from 42 different states. Because of our track record, North Star is considered an industry leader and innovator.

Our process always starts with research. We spend time evaluating a community's situation and goals in order to determine what research is valuable to the end result. North Star then spends time translating all that qualitative and quantitative data (hundreds of pages) into a strategy to support and define your community's brand. This strategy is the most critical outcome of your brand since it should guide all initiatives in Hemet for many, many years to come.

North Star has extensive creative capabilities and has worked in a variety of creative capacities with all of our clients. You will receive camera-ready communication materials along with numerous recommendations and examples for how to put your brand to use in advertising, stationery, collateral, digital media, infrastructure, signage, merchandise and more. Ultimately, our goal, and yours, is to deliver the types of creative work that will capture the attention and imagination of your residents, businesses, current and potential visitors, and economic development prospects.

But we do more than help your community find its unique brand voice with strategy and creative; we provide direction and ideas for bringing a two-dimensional brand to life in your three-dimensional community. This will be used to inspire a critical mass of public and private sector businesses and organizations to create things – laws, signage, art, products, entertainment, etc. – that support and promote your brand. That is when the real “buzz” about Hemet will start to be heard.

As you review this proposal keep in mind that no standard formula for creating a successful community brand exists. It must be a collaborative process that takes into account your current situation, your resources, your strengths and your goals. For examples of this process and the strategy, creative and results associated please reference the case studies attached with this proposal.

But know this, North Star understands your budget constraints and has streamlined our BrandPrint program to make it as cost effective as possible. As such, North Star customizes its scope of work and contracting options for each client.

Option A: One Contract – Hemet contracts for the entire initiative through the Final Creative Presentation, action plan, and receipt of the Final BrandPrint. The scope of work as presented in the plan proceeds following the indicated timeline.

Option B: Two Phases, Two Contracts – Hemet starts by contracting only through research, the Strategic Brand Platform and the Understanding and Insights Presentation. At that point, based on the research findings and the resulting strategy, North Star and Hemet collaborate on a number of decisions that will impact Phase II including where creative and strategic hours are focused, whether local creative participation is advisable, how creativity and implementation should be funded, etc. Following that decision-making paradigm, Phase II contracting takes place if the client wishes to proceed.

While North Star has worked successfully with clients both ways, Option B does have political advantages. First, contracting takes place in two phases, which is easier from a budgeting perspective. Second, the excitement generated by the research and consensus from the strategic platform typically result in funding from the private sector for Phase II and later, implementation. Finally, Phase II becomes a more customized product because its direction is not pre-determined, rather it is predicated upon the research findings.

OWNERSHIP

North Star Destination Strategies, Inc.

209 Danyacrest Drive
Nashville, TN 37214
615.232.2103 x 26
don@northstarideas.com

North Star Destination Strategies, Inc. was established in 2000 and is owned by:

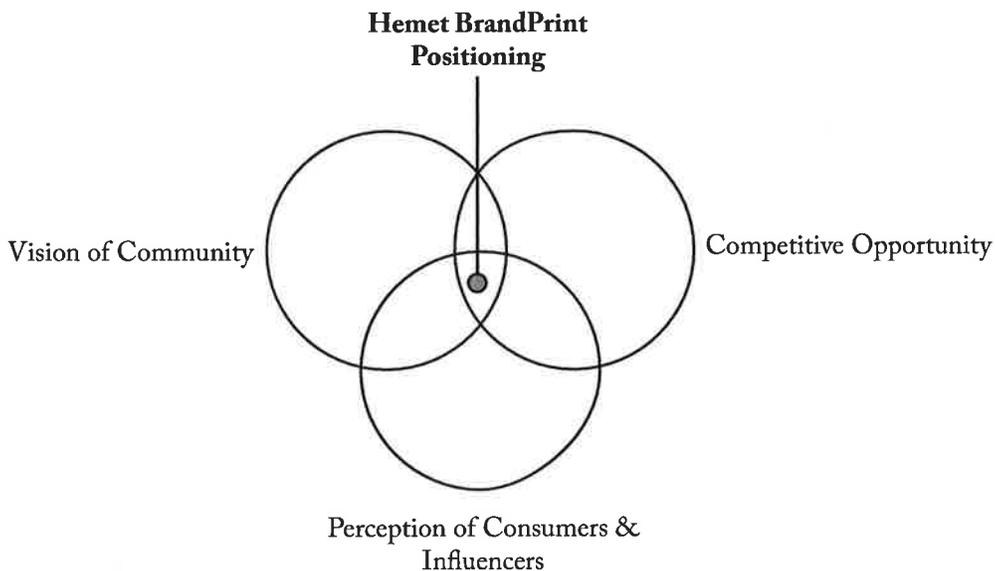
Don McEachern – President & CEO

We are over two dozen professionals committed to building strong community brands.

PHILOSOPHY

We believe that through research, strategy, creativity and action, your brand can connect the soul of your community to the heart of your consumers.

Through the Community BrandPrint process, we determine Hemet’s most distinct promise by triangulating your competitive situation, the vision of your stakeholders and the perceptions of your consumer. From that promise, we craft a brand strategy that positions Hemet in the minds of residents, visitors and economic development influencers. Then, we develop compelling creative, powerful brand action ideas and effective communication, all of which reinforce the positioning and assure brand equity and growth.



SCOPE OF WORK

1. EDUCATION AND BUY-IN

Helping stakeholders understand branding

One of the most valuable skills North Star brings to the branding table is an understanding of how best to navigate the political waters that surround such a project. This “intangible” benefit is strictly a result of experience. We know when projects can derail, how to maneuver difficult political situations and who to include in the process. And we have developed strategies for sidestepping potential problems and keeping your branding initiative on course.

North Star also provides tactics for the use of a brand as a pivotal rallying point to help forge win-win partnerships between the public and private sector. Such partnerships can help fund the brand initially and eventually fund its integration into the community. In addition, working toward the common goal of the brand inspires non-siloed teamwork within the public sector that results in more effective use of limited resources.

Early understanding is also critical to the smooth implementation of a community brand. Educating your citizens, businesses and stakeholders on the purpose, process and possibility of a brand early is the first step in achieving buy-in from these important audiences. North Star has created an array of educational tools designed to elicit understanding of and support for the Hemet branding initiative.

Educational Presentation: Live PowerPoint presentation (during the in-market trip) to private and public sector stakeholder groups (determined and assembled by client) for purposes of educating and furthering buy-in of community branding.

Press Release: General discussion on what a brand is and does. Highlight need for the public’s help during the process.

Educational PowerPoint: Community branding PowerPoint presentation given to the client for use in making additional presentations, for distribution to interested parties or for placement on community websites.

Educational Brochure: For distribution to general public if needed:

- *North Star will work with Hemet to write and lay out the brochure to the point of a print-ready file.*
- *Hemet is responsible for providing information for customized writing and printing.*

SCOPE OF WORK

2. RESEARCH AND PLANNING

What are current brand perceptions?

This stage addresses the current positioning of the community; in other words, how Hemet is perceived by visitors, stakeholders, residents, businesses and prospective visitors. We evaluate the environment, the competitive situation, community attitudes, current communications and perceptions of target audiences and their influencers. North Star strongly advocates a mixed method approach to research where quantitative studies tell you “What” and qualitative studies tell you “Why.” Only through mixed methodology can your destination obtain a true picture of where your brand is now, why, where it should be and how that preferred identity can best be accomplished.

COMMUNITY

Situation Analysis: Questionnaire and meeting with stakeholder groups to understand your primary objectives, general history, political landscape, resources, competitors, etc.

Research and Planning Audit: Comprehensive review of research and planning documents.

Communication and Media Audit: Review of existing marketing materials from public and private sector stakeholders as well as recent press related to Hemet.

Familiarization Tour: Tour of commercial sites, business parks, housing developments, downtown, retailers, restaurants, outdoor recreation areas, parks, the arts, etc.

Key Stakeholder Interviews (20): One-on-one interviews with key stakeholders (elected officials, commissioners, employees, business owners, community leaders, etc) to gather perceptions.

Stakeholder Focus Group (2): An in-depth group discussion with the individuals responsible for driving the branding initiative.

Vision Survey (200 Distributed): An open-ended questionnaire distributed community leaders of Hemet.

Online Community Perception Survey (Unlimited Respondents): A quantitative version of the Vision Survey posted online for community-wide participation and promoted using social media.

Brand Barometer: A tool to measure the strength of Hemet’s reputation relative to the rest of the United States as a place to live, work and play.

Undercover Interviews (15-20): Informal discussions with residents, local merchants and visitors.

Tapestry® Resident vs. Region Profile: A detailed market segmentation report created with ESRI’s Arcview, Tapestry and Business Analyst software - including U.S. Census Bureau data and consumer buying behavior data from Mediamark Research Intelligence (MRI).

- *Who Report: Resident socio-economic classifications.*
- *What Report: Profile of resident lifestyle habits such as media usage, travel behavior, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies.*

SCOPE OF WORK

CONSUMERS

Consumer Mapping: Origin information from existing databases (inquiries, lodging properties, attractions, etc.) if available.

Online Brand Monitoring: Review of your online reputation that measures quantity and quality of Hemet's online "mentions" plus the current topics of discussion and keywords surrounding Hemet. Will be used to guide brand action for purposes of online marketing strategy suggestion and product development.

Top Business Prospects: A proprietary program that identifies a list of top business prospects using the combination of a psychographic workforce profile and current successful industries in Hemet. It then determines complementary businesses within a predetermined mile radius. This data will also be applied nationwide to cities that have a similar population size and workforce to pinpoint areas of opportunity for Hemet. Will be used to guide brand action for purposes of economic development.

Tapestry® Consumer Profile: Detailed psychographic report describing consumers to Hemet using merchant or visitor records.

- *Who Report:* Consumer demographic and socio-economic classifications; this report also compares your consumers to the profiles of your community. In other words, are your residents like or unlike your visitors?
- *What Report:* Profile of consumer lifestyle and media habits such as media usage, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies, travel behavior and more.
- *Where Report:* Grid showing relative comparisons of feeder markets based on the highest concentration of core consumers.

Qualitative Perception Study (20-30): Telephone interviews to gather insights from influencers to include, but not limited to: economic development prospects, site selectors, relocation executives, meeting planners, group tour operators, regional, state-level economic development & tourism executives.

Quantitative Perception Study (200+ Completes): Survey conducted using a statistically significant random sampling of consumers and non-consumers in outside markets. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have visited Hemet will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation.

Consumer and Non-Consumer Awareness and Perception Study: Survey conducted using a random sampling of consumers; specifically, the survey measures:

- o Overall awareness and perceptions of Hemet.
- o Overall awareness and perceptions of the competition.
- o Consumer visitation patterns to Hemet.
- o Attitudes regarding Hemet's strengths and weaknesses.
- o Consumer opinions regarding what needs to be added or taken away.
- o Changes in consumer perceptions of Hemet after visiting.
- o Patterns of visitation activities associated with consumer's primary purpose of visitation.

SCOPE OF WORK

COMPETITION

Competitive Positioning Review: A brand message assessment to evaluate Hemet's position relative to the competition. This will be used to inform elements of the creativity process to further confirm Hemet's uniqueness in messaging and identity.

Competitive Perception Review: During every phase and study of the research process we look for opportunities to learn more about Hemet's top competitors, including internal and external awareness and perceptions of their strengths and weaknesses. All findings are combined in a competitive review that paints a succinct picture of the competition. Specifically, the vision survey, online community survey, quantitative perception study, focus groups, stakeholder interviews, undercover interviews and the qualitative perception study inform the competitive perception review. Should time allow, North Star will also include a site visit to nearby competitors.

SCOPE OF WORK

3. INSIGHTS

Where is the heart of your brand?

The goals for this initiative may involve a number of elements: cohesive community identity and consistent marketing efforts, collective community conscience, highest use of available resources, business and resident recruitment/retention and gross receipts. Branding influences these goals by influencing expectations and affecting attitudes, thus affecting behavior and usage. The most successful brands establish an emotional – not simply an intellectual – connection. Our insights come from asking a number of thought-provoking questions: what brand “story” does the research tell? What emotional attachments can the brand hold? How does the brand fit into the consumer’s lifestyle? How can the brand best be used to elicit Hemet’s desired emotional/behavioral responses? It is from these insights that we determine the overall positioning of the brand.

These insight questions are compiled in a succinct storyline that leads directly to Hemet’s strategic brand platform. This platform is the **critical touch point for all branded activity moving forward**. For maximum brand impact, all efforts, thoughts, communications and actions should literally and symbolically support its essence.

- ≡/ **Situation Brief:** Review of all research findings.
- ≡/ **Blue Sky Meeting:** Internal session for developing insights based on significant research patterns and findings.
- ≡/ **“Understanding and Insights” Presentation:** Comprehensive review of all relevant research and recommended strategic direction.
- ≡/ **Brand Platform Statement Development:** The guiding statement for the management and development of your brand including:
 - Target audience: Consumers for whom destination has the most appeal.*
 - Frame of reference: Geographic context of the destination.*
 - Point of difference: What makes your destination special.*
 - Benefit: Why it should matter to the consumer.*

NOTE: Here, we conduct a meeting to present all of the research findings as well as our recommended brand positioning based on those findings. Brand Platform approval is required before proceeding. If Hemet opts for Option B contracting, the Phase I contract ends here and collaboration will set the stage for Phase II contracting.

SCOPE OF WORK

4. CREATIVITY

How should your brand look, feel and sound?

In this stage, all the data and high-level strategies are transformed into tangible creative products that embody your brand. Straplines and logos (with graphic standards) are created. Foundation creative recommendations and looks are created, including targeted marketing messages and advertising, digital design and content recommendations (web portal, social media), collateral materials, stationery and a color palette. Additional deliverables may also be developed, including environmental applications, signage, promotional items, economic development prospecting packages and more.

Written Creative Concepts: North Star will provide three different written concepts for bringing your brand platform to life creatively. Also included is a round of revisions to the selected concept.

Logos & Graphic Identity Looks: At least five different logo options and two distinct looks with a round of revisions to the selected option. This collaborative process results in a unique and memorable visual identity for your brand. In a word, how will your community's brand look?

Note: There is critical collaboration that takes place at this point with a small select group of marketing stakeholders to address the written creative concepts and the development of the foundational graphic identity. North Star then provides solutions for the remainder of the creative work based on that agreed-upon direction.

Brand Narrative: Takes the foundation of the written concept and breathes life into it through an artistic interpretation of language. Its purpose is to help residents, businesses, influencers and consumers connect and embrace the emotional story of the brand to their own lives. It contains inspiring language meant to describe Hemet's assets as they relate to your new brand and to garner excitement among brand drivers, brand partners and regional stakeholders. Sub-narratives for economic development and visitor initiatives will also be provided.

Custom Deliverables: Using the new creative direction, North Star will assist the client in identifying a list of custom deliverables that target your specific goals. Typically those ideas might include:

*Graphic standards guide
Strapline development
Color palette
Stationery design
PowerPoint slide design
E-newsletter template
Collateral design
Sample advertisements*

*Brand vocabulary
Infrastructure design
Website design application
Mobile website and app design
Social media design application
Signage design
Wayfinding design
Merchandising*

SCOPE OF WORK

5. ACTION

How should your brand be integrated?

In this stage, North Star develops a must-do strategic action plan for the first 6 to 36 months following your brand's development. This plan comprises 15 fundamental action steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the organization and cooperation that will propel your brand forward. Our goal – and yours – is to make sure that the Hemet brand is the guiding principle for your future, not just a logo and line on your letterhead.

As part of this top 15 action plan, we will craft a selection of high-impact custom action ideas designed to raise the profile of your brand and put it to work in every corner of your community. Special emphasis will be placed on community pride and economic development strategies. Custom ideas generally fall into the following categories:

- **Policy** (laws or measures that support the brand strategy)
- **Sports** (tournaments, events, youth sports, etc.)
- **Environmental Applications** (look at your community as if it were a canvas)
- **Purpose Initiatives** (charities, sponsorships, etc.)
- **Festivals** (repackage existing events/festivals or develop new ones)
- **Arts** (public art campaigns, partnerships with art organizations, art contests with visitors, residents, students, artists in residence programs)
- **Private Sector** (ideas and tools to engage businesses and other private sector organizations)
- **Exports** (goods that are manufactured, grown or packaged in your community for export; even a famous person or idea from your community can be considered an export)
- **Awards** (civic awards, organizational awards, etc.)
- **Education** (programs in schools, small business/entrepreneur mentoring, education for front-line hospitality staff, etc.)
- **Sustainability** (residential green initiatives, tax incentives for green industries, etc.)
- **Health** (community health programs, school-based health initiatives, business-based health initiatives, hospital and health care agency partnerships)
- **Economic Development** (marketing, communications, training, outreach, resources, etc. . . all specifically related to economic development)
- **Tourism** (marketing, communications, training, products, packaging, merchandise)
- **Events** (any organized activity that ties back to the brand ranging in scope from festivals to health fairs to career counseling to community clean-up days)
- **Incentives** (tax incentives for businesses, entrepreneurs, art organizations, etc. that are in line with the brand strategy)
- **Master Planning** (design and development of infrastructure and support systems that correlate with the brand strategy)

SCOPE OF WORK

6. EVALUATION

How the brand is performing

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace and tracking studies to measure a brand's performance over time. Ideally, two basic questions will be answered: have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

No single measure of success works for something as complicated as a community brand. As such, every research study in this plan is designed to produce benchmarks and results that can be used for comparison with future studies in areas of advocacy, return on investment, and perceptions of the existing Hemet brand and attitudes regarding how well Hemet performs as a place to live, visit, do business and attract a talented workforce. Additionally, our 13 years of branding experience have shown that true success can be seen in the spread of excitement, inspiration and innovation among your stakeholders around the brand. This is a "soft measurement," but it is vitally important.

North Star builds hours into our BrandPrint process for official follow-up with our clients. We also provide a 12-month follow up, however, we do not limit communication to this instance. Your success is our success, and everyone at North Star – from the president and CEO to the office manager to our research assistants – takes the success of our clients personally. Toward that end, we are always available to answer questions and help with problems. In short, we have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade.

✦ 12- Month Check Up.

✦ Recommended Measures of Accountability:

Online Brand Perception

Qualitative Perception Study

Quantitative Perception Study

Brand Barometer

Use of the Brand Narrative in the private sector

NOTE: Here, we conduct a final presentation that delivers the creative product, the brand action ideas and recommended measures of accountability. A final report is produced that delivers these items as well as the research findings, insights and strategic brand platform.

PROPOSED TIMELINE

PHASE I

Getting started call	Week 1
Education & buy-in	Weeks 1 – 2
<i>Research & Planning Phase</i>	
Situation analysis	Weeks 1 – 2
Research and planning audit	Weeks 1 – 2
Communication and media audit	Weeks 1 – 2
Consumer record collection	Weeks 1 – 3
In-market visit (fam tour, focus groups, interviews)	TBD
Vision Survey sent, received and entered	Weeks 4 – 8
Inquiry Origin data sent and report mapped	Weeks 4 – 8
Online community survey	Weeks 4 – 8
Online brand monitoring	Weeks 4 – 8
Competitive positioning review	Weeks 4 – 8
Competitive perception review	Weeks 4 – 8
*Data compiled and mapped	Weeks 6 – 10
*Tapestry who, what and where reports	Weeks 6 – 10
Top business prospects	Weeks 6 – 10
*Perception Study (Qualitative)	Weeks 11 – 13
Perception Study (Quantitative)	Weeks 13 – 16
<i>Insights</i>	
*Understanding and Insights development	Weeks 17 – 21
*Blue Sky - strategy meeting	Week 21
**Understanding and Insights presentation	Week 22

PHASE II

<i>Creativity</i>	
Creative brief development (internal)	Week 23
Creative concept development	Weeks 24 – 26
**Approval of creative concept	Week 27
Brand identity guide development	Weeks 28 – 34
<i>Action</i>	
Action idea development	Weeks 30 – 34
Final report development	Weeks 34 – 36
PROPOSED TIMELINE	Weeks 34 – 36

* = *Dependent upon how quickly records are received*

** = *Dependent upon how quickly approval from client is received*

PROPOSED INVESTMENT

OPTION A:

Entire Contract

\$88,000

OPTION B:

(Phase I Contract) Education, Research and Insights

\$52,000

(Phase II Contract) Creativity, Action and Evaluation

\$36,000

Payment schedule:

For each contract, we request half of the payment upfront with an agreed-upon signed contract. The next quarter installment is due at the completion of the Understanding and Insights presentation. The remaining quarter is to be paid in equal payments over the three months following the Understanding and Insights presentation.

- Travel expenses will be billed to the client at net cost when incurred.
- North Star does not bill for copying, fax or courier.

REFERENCES

Miami County, Ohio

Ms. Diane Thompson
 Executive Director
 Miami County Visitors Bureau
 937.339.1044
 dthompson@visitmiamicounty.org

New Orleans, Louisiana

Mr. Kurt Weigle
 President & CEO
 Downtown Development District
 kweigle@neworleansdowntown.com
 504.561.8927

Green County, Wisconsin

Ms. Noreen Rueckert
 Director
 Green County Tourism
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Tehachapi, California

Mr. Greg Garrett
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Rancho Cordova, California

Ms. Ashley Downton
 Public Information/Legislative Affairs
 City of Rancho Cordova
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Brookings, South Dakota

Mr. Al Heuton
 Executive Director
 Brookings Economic Development Corp.
 605.697.8103
 al@brookingsd.us

Lancaster, California

Mr. Vern Lawson
 Executive Director
 Lancaster Redevelopment Agency
 661.723.6108
 vlawson@colra.org

North San Diego County, California (78 Corridor)

Ms. Jenny Windle
 (Now with the Port of San Diego)
 619.686.6200 ext 4738

PROJECT MANAGEMENT

Approximately two dozen North Star team members will play a role in crafting the Community BrandPrint for Hemet. Community Brand Supervisor, Adam Winstead, will manage this process as the single point of contact (project manager) throughout the process. A variety of communication methods are used including telephone, email, in-person visits, 24 hour response to inquiries and webinars. Status reports are sent to keep the Hemet team apprised of the progress.

The following is a comprehensive list of threshold events and deliverables:

- **Getting Started Package:** Documents and discussions to begin the BrandPrint program via the telephone. Dates are set for the in-market trip and the BrandPrint process is reviewed.
- **In-Market Trip:** North Star will send a team to Hemet for an intensive period of research.
- **In-Market Debriefing:** The in-market team report and presentation back to the North Star team.
- **Strategy Development Session:** Group meeting to discuss research and insights for the development of the overarching brand platform.
- **Understanding and Insights Presentation:** North Star will send one person to conduct a live presentation of the research findings and recommended BrandPrint strategy.
- **Creative Development:** A series of presentations and discussions via the web and telephone to develop the creative product and its customizations.
- **Action Idea Development:** The North Star team will craft action ideas that address specific Hemet goals in the context of the new brand.
- **Final Report:** The final document containing research findings, strategic development and creative deliverables.

KEY PERSONNEL

DON MCEACHERN, PRESIDENT & CEO

Don McEachern has been growing brands and leading teams for more than 20 years. His experience includes working for multi-national advertising agencies as well as nationally recognized creative boutiques. During his time in the ad world, McEachern put his stamp on some of the world's most famous brands including Goldkist, Hawaiian Tropic, Suntory Bottled Water Group, Trump Plaza, Panasonic and Lanier Worldwide. For his efforts he received numerous awards, including a prestigious national Effie for marketing effectiveness and a Clio for excellent creativity.

Thirteen years ago, McEachern struck out on his own. With a dream and a dollar, he launched North Star Destination Strategies, specializing in brand marketing for communities. More than 170 nationwide cities later, McEachern has become the recognized expert in the exploding field of community branding. With a process that combines education, research, strategy, creativity and action, he has helped create unique and effective brands for recognizable cities including New Orleans, Louisiana; Anchorage, Alaska; Dayton, Ohio; Providence, Rhode Island and many more that will soon be household names such as Petersburg, Alaska, Sebastopol, California and Warrensburg, Missouri.

McEachern is also a sought-after speaker on the topic of community branding. He has spoken at national, regional and local conferences; served as keynote speaker, panel moderator, session leader and break out facilitator and has judged branding competitions including the National Association of Government Communicators. During his work over the years he has helped CVBs, mayors, city councils, governors, city managers, economic development, and chambers.

McEachern lives on a horse farm in Nashville, Tennessee, where he rides horses, paddles kayaks and plays tennis with his children. As of yet, no member of his family has been branded.

KEY PERSONNEL

ED BARLOW, VICE PRESIDENT OF STRATEGIC PLANNING

Ed loves a good riddle. Ever since being the fastest to find the toaster in the tree in his pediatric dentist's waiting room, he has been solving marketing and operational challenges with creative and strategic instincts. Along the way he has collected a cum laude business degree in Hospitality Administration from Florida State University and a Master's degree in Creative Writing and English Literature from Southern Methodist University in Dallas.

Most recently Ed, gained valuable experience on both the client and agency sides of the branding relationship as an ADDY-award-winning Director of Marketing and Communications for the parent corporation to a group of national facility services companies serving transportation, travel, aviation, retail, healthcare, and hospitality industries. He has also worked as Senior Copywriter and Marketing Strategist for a branding design firm in Nashville specializing in persuasive content for Music Row, corporate, and non-profit clients. His success can be traced to intense curiosity, ability to listen intently, and all those questions that lead to solving any riddle.

Ed caters to North Star clients with creativity, effective communication and customer service. His insights and instincts lead clients to a broad, inclusive approach to successful community place branding for the long-term. He has led successful community place branding initiatives for Iowa's Creative Corridor; Lima/Allen County, Ohio; Lauderdale Lakes, Florida; Brookings, South Dakota; Jamestown, New York; Helena-West Helena, Arkansas; Downtown New Orleans, Louisiana; State of Mississippi; State of Florida; Goshen, Indiana and Tehachapi, California.

After living off the grid for several years in Taos, New Mexico, enjoying hiking, mountain biking, and discovering some artistic talent, Ed returned to his native Tennessee. Back home he launched 2 eds design, a small enterprise with Ed Sr. specializing in creating home furnishings and custom artwork in wood and metal.

KEY PERSONNEL

LORI ODOM, VICE PRESIDENT OF ECONOMIC DEVELOPMENT

Lori is North Star's veteran economic development guru, offering clients a unique mix of business development acumen and strategic marketing skills. Having spent the last 10 years guiding the State of Tennessee's domestic and international business recruitment efforts, Lori understands what it takes to attract new business opportunities to a community. Highlights from her work at the state include assisting Volkswagen, Nissan, Amazon and others choose locations in Tennessee to grow or expand their operations.

In her North Star capacity, Lori will oversee all economic development branding projects, ensuring that economic development driven client brands are not only compelling and competitive but that they are grounded in strategies that forge relationships with key business audiences including CEOs, site selectors, recruiters, individual talent and media.

Prior to coming to North Star, Lori traveled the world in the pursuit of business development – and has the frequent flyer miles to prove it! She led multi-state international cooperative events in Japan which included the Governors of seven southeastern states and influential Japanese business leaders. A pro at “herding cats,” Lori has taken hundreds of business leaders to Asia, Europe and Canada to develop relationships and promote cooperation. As part of former Tennessee Governor Phil Bredesen's team, she was instrumental in the relocation of the Japanese Consulate from New Orleans to Nashville and the establishment of the Tennessee China Development Center in Beijing, China. During her time as the state's Director of International Investment (2006-2010), foreign direct investment represented nearly \$4 out of every \$10 dollars invested in Tennessee encompassing over 35% of all investments made in Tennessee for that time period.

When not traveling the world, Lori traveled the state assisting large and small communities as they developed strategies to compete in the global market.

A graduate of the University of Tennessee in Knoxville, Lori earned a Master of Science in Human Resource Development and a Bachelor of Science in Communications. She and her husband live in Nashville where they spend their free time enjoying the city's great restaurants and vibrant music scene.

KEY PERSONNEL

RUPA DELOACH, VICE PRESIDENT OF RESEARCH SERVICES

Rupa R. DeLoach comes to North Star bringing her experience as the Director of Research for the Tennessee Department of Economic & Community Development, where she served for seven years. At the state, she was responsible for all research activity pertaining to Tennessee's business recruitment, expansion and retention efforts, community and rural economic development strategies, as well as the statistical evaluation of job and investment growth in Tennessee and other aspects of the labor market landscape reported to the executive and legislative branches. Under her tenure with the state, ECD's data systems (particularly those pertaining to the automotive industry and foreign direct investment) caught the attention of notable organizations such as the Brookings Institute and the Financial Times FDI Markets, as being the definitive source of investment and industry data in Tennessee. Rupa's tenacious nature, ability to ferret out just the right data set, and shape it into marketable information allowed Tennessee to "land" major competitive recruitment efforts that would have otherwise gone to competing states.

Additionally, Rupa has had nearly two decades of experience as an entrepreneur and consultant to various NGOs throughout the world.

Rupa was a founding member of the Southern Automotive Women's Forum, where she served on the Board of Directors as VP of Research and Development as well as on the organization's executive leadership team, from 2009 - 2013. As co-chair of the scholarship committee, she has helped to raise and disburse nearly \$100K in scholarships to deserving young women pursuing careers in STEM (Science Technology Engineering and Mathematics) fields with the hope of advancing in the automotive industry. As part of this passion for promoting education and furthering diversity in STEM, she also serves on the Advisory Board for WISTEM (Women in Science Technology Engineering and Mathematics) at Middle Tennessee State University.

Since 2008, she has also served on the Board of Examiners for the Tennessee Center for Performance Excellence, helping Tennessee companies and organizations evaluate their operational processes using National Baldrige Performance Excellence based criteria.

Rupa has a graduate degree in Economics from Vanderbilt University and an undergraduate degree in Public Management from Florida Atlantic University. She currently resides in Nashville with her husband where they spend their time chasing a toddler and an infant, taking long drives (okay, they only do this to get the babies to sleep) and trying to take in the art scene.

KEY PERSONNEL

ADAM WINSTEAD, COMMUNITY BRAND SUPERVISOR

A North Star veteran, Adam spent his first several years as the company's Research Supervisor. In that position, he helped determine the research needs of clients, design research studies and conduct field research. He also compiled, coordinated, dissected and organized the mountain of quantitative and qualitative research and data that serve as the strategic foundation for every North Star brand client. Finally, Adam helped expand the North Star research offerings to include ROI and conversion studies, perception mapping and customized research. He also refined and expanded North Star's proprietary citizen advocacy measure — the Brand Barometer — and served a pivotal role in developing another proprietary North Star research tool designed to help community economic development organizations identify top business prospects based on criteria specific to the community. When clients started requesting more of his time, Adam was promoted to Community Brand Supervisor where all of his considerable computer, analytical, design, strategic, management and people skills are put to excellent use. In that position, Adam helps communities build on their abilities to turn aspiration into achievement. Clients benefit from his ability to think both creatively and strategically, and appreciate the warmth

and thoughtfulness of his manner. He has worked on a number of projects including Dandridge, Tennessee; Oglethorpe County, Georgia; Jacksonville, North Carolina; South Main Historic Arts District in Memphis; New Bern, North Carolina; Greenville, Illinois; and Lake Bluff, Illinois.

Adam is one of those rare people who did more in his college career than many people do in a lifetime. He graduated from Belmont University with a bachelor's degree in economics and marketing. While there he worked for Sodexo Campus Services as Marketing Manager for the entire Belmont Dining program. He sat on the national Education Division's prestigious Student Board of Directors, charged with helping universities across the nation identify and better meet student needs. Adam was also a key player in event marketing for the 2008 Presidential Town Hall Debates and numerous Country Music Television Awards ceremonies.

A Memphis native, Adam is a "fantastic" cook and a devout foodie (to burn those calories, he is preparing to run his fourth half marathon.) And his soulful singing voice often can be heard ringing through the North Star halls.

KEY PERSONNEL

KELLEY BRACKETT, COMMUNITY BRAND COORDINATOR

Kelley adds valuable public relations and social media experience to the North Star team after an award-winning tenure with North Carolina State University as a Communications and Marketing Specialist delivering dynamic media campaigns, educational programming, and branded events and restaurant concepts for the retail and hospitality division of the campus.

At North Star, Kelley has served as project managers for communities of all shapes and sizes. Her skills have been applied to grass-roots marketing plans focused on neighborhood revitalization programs in West Humboldt Park in Chicago and Middle Main in Poughkeepsie, NY, crafting a destination brand for New Jersey's largest metropolis – Newark, and developing a communitywide brand to attract economic growth in Rancho Cordova, CA among others. Her strengths in creative thinking and writing have proven to be an asset in brand development. She attributes her enthusiasm for clients and communities to a love of travel, an eye for detail and the simple joy that comes with discovering hidden gems in unexpected places. Kelley earned a BA in communications and journalism with highest honors from North Carolina State University.

CHRISTI MCEACHERN, EXECUTIVE CREATIVE DIRECTOR

For more than 20 years, Christi McEachern has made her mark as a marketing writer, editor and strategic planner. Her primary areas of emphasis include economic development, healthcare, travel and tourism, and community place branding.

Prior to joining North Star in 2003, Christi worked with a wide variety of clients including Days Inn, Ramada, American Express, UPS, UPS Worldwide Logistics, Cellular One, AmSouth, Parisian, BellSouth Business Systems, the Arthritis Foundation, Blue Cross and Blue Shield of Georgia, HealthNet, TennCare, Physicians' Mutual, HCA, Matria Healthcare, Schering-Plough and Merck. She has received numerous awards for writing and editing.

A 10-year North Star veteran, Christi's writing, strategic and client management skills are now put to good use. In addition to overseeing the care and nurturing of clients, Christi applies her keen creative eye to the development of creative and strategic direction for community place branding projects. A long-time business and marketing writer, she is also considered the "voice of North Star." This includes tasks such as writing the website, biweekly marketing blasts, blog, branding articles, public relations and more. She oversees and manages every step of the North Star creative process and has spearheaded the creative development of numerous projects including Lee's Summit, Missouri; Georgia's Golden Isles; Newark, New Jersey; Iowa's Creative Corridor and; Snohomish County, Washington.

KEY PERSONNEL

S.A. HABIB, CO-CREATIVE DIRECTOR

As long as he can remember, Habib has had an eye for design and beauty and a passion for creating things that connect emotionally with the consumer. Born and raised in Pakistan, as a youth Habib participated with his family creatively in their textile business, designing fabrics and finishes for the material they manufactured.

Since moving to the United States, Habib has quietly taken the creative world by storm as a student, teacher, creative director and business owner. At the creative helm of the agency The Buntin Group he worked on accounts ranging from healthcare to tourism to retail. In 1998, he founded his own creative agency, Locomotion Creative, which continues to build brands that win awards. This includes winning the “Silver Medal,” the highest achievement award of the American Advertising Federation in 2008.

His account credits include the Greenbrier Resort, Captain D’s, Georgia Boot, Century Boats, The Little Clinic, Pinnacle Financial Partners, Lee Jeans, Wrangler, Nautica and Red Kap, Tractor Supply, Kroger Food Stores and Dollar General. As Associate Creative Director for North Star, Habib shares with our community clients his knack for compelling creative execution based upon sound strategy and pragmatism. He leads a brilliant team including web designers, graphic designers, artists, photographers, video production gurus and illustrators. He helped create some of North Star’s most compelling brands including Columbus, Georgia, the agency’s first-ever community-wide brand.

When he is not bringing community brands to life, Habib is in his studio where he paints landscapes, still lifes and graphic vignettes inspired by such modern impressionists as John Singer Sargent, Anders Zorn and Joaquin Sorrolla. He also plays a mean game of golf.

CONCLUSION

One of the often-neglected responsibilities of community leaders is the job of building a reputation that is fair, honest and powerful. Whether leading a small town or a world power, leaders owe it to their individual and institutional constituents to dig out the “competitive identity” of their community. This identity comes from the history, the culture, the geography and the society of the place – as such, it should be an accurate reflection of the genius and the will of the people.

Congratulations to Hemet for taking the first step in digging out your unique competitive identity! Having provided more complete branding solutions to more communities than any other branding company, North Star is the industry leader in place branding. We are the only company to combine research, strategy, creativity and action in one program specifically for communities.

At the completion of the Hemet BrandPrint, North Star will have discovered your optimum brand positioning, the best use of resources to leverage your equity in that brand and the ideal creative message to positively influence residents, businesses and visitors. We will also have developed an action plan designed to take that brand identity and make it come to life in every corner of your community.

We are delighted with this opportunity and would consider it an honor to work with you and Hemet, California!



Don McEachern
President & CEO

August 19, 2014

Date



Staff Report

TO: Honorable Mayor and City Council

FROM: John Jansons, Community Investment Director *JJ*

DATE: December 9, 2014

SUBJECT: Second Amendment to Lease of Real Property Located at 250-256 East Meier Street to Amerco Real Estate, DBA U-Haul Center of Hemet

RECOMMENDATION:

- 1) That the City Council approve Second Amendment to lease of real property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA, and
- 2) Authorize the City Manager to execute the lease amendment.

BACKGROUND:

In January of 2012, the City Council approved a lease for city-owned property located at 250-256 East Meier Street with Amerco Real Estate, DBA U-Haul Center Hemet, CA (Amerco) to support the Hemet U-Haul Center as a business retention measure and assist a significant Hemet business.

DISCUSSION:

At this time, the City and Amerco wish to extend the lease. Attachment 1, Second Amendment to Lease, will extend the term of the lease for an additional period of one year to January 31, 2016. Council approval of a the lease extension will continue rental income to the City from an otherwise fallow asset, and will allow Amerco the uninterrupted use of the outdoor parking area for rental truck and trailer storage and avoid disruption to a longtime, Hemet business.

The City and Amerco have agreed to extend the lease at a rate of \$650.00 per month. The new lease proposed maintains the current rental rate for the next one year period. Over the one year term of the proposed lease, the City will receive \$7,800.00 in rental income.

COORDINATION AND REVIEW:

This recommendation was prepared and coordinated with the Office of the City Manager and the City Attorney's office.

INTEGRATION OF COUNCIL GOALS / STRATEGIC PLAN:

The recommend action supports the Council's goals of: business retention, increased economic vitality and increasing municipal revenue.

FISCAL IMPACT:

The impact to the General Fund is approximately \$7,800.00 per year in revenue to the City.

ALTERNATIVE(S):

- 1) Do not approve proposed amendment.
- 2) Provide direction to staff.

CONCLUSION:

It is respectfully recommended:

- 1) That the City Council approve the Second Amendment to Lease of real property located at 250-256 East Meier Street to Amerco Real Estate, DBA: U-Haul Center, Hemet, CA,
- 2) Authorize the City Manager to execute the Second Amendment to extend the lease.

Attachment(s):

- 1 – Second Amendment of Lease for property located at 250-256 East Meier St.
- 2 – 2013 Lease for Real Property located at 250-256 East Meier St.

Respectfully Recommended:



John Jansons
Community Investment Director

Approved By:



Wally Hill
City Manager

**SECOND AMENDMENT TO
LEASE AGREEMENT**

by and between

the

CITY OF HEMET

and

**AMERCO REAL ESTATE COMPANY, A NEVADA
CORPORATION, DBA: U-HUAL CENTER HEMET, CA**

Dated December __, 2014

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“Second Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and Amerco Real Estate Company, a Nevada Corporation DBA U-Haul Center Hemet (“Tenant”), as follows:

RECITALS

- A. City and Tenant entered into a lease agreement for a parking area for Tenant’s U-Haul trucks and trailers on January 22, 2013 (“Agreement”). The Agreement contained an original expiration date of January 31, 2014.
- B. The City and Tenant entered into a First Amendment to Lease Agreement to extend the term of the Agreement to on January 31, 2015.
- C. This Second Amendment amends Sections 1.1 and 4 of the Agreement to further extend the term of the Agreement to January 31, 2016.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Second Amendment which modifies and amends the Agreement as follows:

- 1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:

- 1.1 **Amendment of Section 1.1.** Section 1.1 of the Agreement is hereby amended to read as follows:

“1.1 ***‘Expiration Date’*** means January 31, 2016, the date upon which the Term of the Agreement expires and Tenant is obligated to have vacated and surrendered the Parking Area.”

- 1.2 **Amendment of Section 4.** The first sentence of Section 4 of the Agreement is hereby amended to read as follows:

“The term (**‘Term’**) of this Agreement commences on February 1, 2013 and, unless earlier terminated, automatically expires on January 31, 2016 (**‘Expiration Date’**) without the necessity of any notice or other action on Landlord’s part.”

- 2. **GENERAL PROVISIONS.**

2.1 **Remainder Unchanged.** Except as specifically modified and amended in this Second Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration.** This Second Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes

all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

2.3 **Effective Date.** This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Tenant.

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

CITY:

THE CITY OF HEMET

By: _____
Wally Hill, City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

TENANT:

Amerco Real Estate Company,
a Nevada Corporation
DBA U-Haul Center Hemet

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

LEASE AGREEMENT

By And Between

THE CITY OF HEMET

And

**AMERCO REAL ESTATE COMPANY, A NEVADA
CORPORATION, DBA: U-HUAL CENTER HEMET, CA**

Dated: January 22, 2013

LEASE AGREEMENT

This Lease Agreement (the "**Agreement**") is entered into as the date indicated on the cover page by and between the CITY OF HEMET, a municipal corporation (the "**Landlord**"), and Amerco Real Estate Company, a Nevada Corporation DBA U-Haul Center Hemet (the "**Tenant**"), who agree as follows:

RECITALS

A. Tenant currently occupies the Parking Area under a lease agreement with Landlord, (City of Hemet), which expires on January 31, 2013.

B. Landlord and Tenant desire to renew the Lease Agreement for use of the Parking Area (defined below) for an additional period of One-Year from February 1, 2013 through January 31, 2014.

OPERATIVE PROVISIONS

For consideration, the receipt and value of which is hereby acknowledged by both Parties, Landlord and Tenant hereby agrees as follows:

1. **Definitions.** For purposes of this Agreement, the terms set forth below shall be defined as and have the specific meaning ascribed herein:

1.1 "**Expiration Date**" means ~~January 31, 2014~~, the date upon which the Term of the Agreement expires and Tenant is obligated to have vacated and surrendered the Parking Area.

1.2 "**Hazardous Materials**" shall mean any and all of the following:

(i) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. § 2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. § 136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. § 1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") § 25100, et seq.; the Hazardous Substance Account Act, H.&S.C. § 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. § 25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. § 25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. § 25300, et seq.; the Hazardous Waste Management Act, H.&S.C. §25170.1, et seq.; the Hazardous Materials Response Plans and Inventory, H.&S.C. § 25001, et seq.; the Porter-Cologne Water Quality Control Act, Water Code § 13000, et seq., all

as they may from time to time be amended;

(ii) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature;

(iii) any petroleum, crude oil or any substance, product, waste, or other material of any nature whatsoever which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and

(iv) polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos and lead.

1.3 **“Parking Area”** means those areas of the Real Property, which have been designated for Tenant’s Permitted Use, as identified on Exhibit “A”, attached hereto and incorporated herein by reference.

1.4 **“Permitted Use”** means the limited use of Parking Area for parking and storage of U-Haul rental trucks and trailers as described in Section 5.1. of this Agreement.

a

1.5 **“Real Property”** means that certain real property commonly known as 250 East Meier Street, Hemet, California and having Assessor’s Parcel Number 443-131-008.

1.6 **“Term”** means the duration of this Agreement as specified in Section 4.

2. **Material Inducement.** Tenant agrees that its promises and agreements to strictly adhere to and comply with the material terms and conditions set forth in this Agreement are a material inducement to Landlord’s lease of the Parking Area to Tenant, in the absence of which Landlord would not have leased the Parking Area to Tenant. Tenant’s failure to adhere to and comply with the terms and conditions of this Agreement shall be deemed a material breach of the Agreement.

3. **Demise.** Subject to the terms and conditions of this Agreement, Landlord leases to Tenant and Tenant leases from Landlord the Parking Area. Landlord also grants to Tenant the right of ingress and egress over and across the Real Property as necessary for Tenant to obtain entry to and from the Parking Area during the Term of this Agreement.

3.1 **“AS-IS” Condition; Tenants Sole Risk.**

(i) Tenant agrees that it has occupied and controlled the Parking Area and Real Property as its owner for decades prior to the sale of the Real Property and Parking Area to Landlord in 2006. Tenant further agrees that it is thoroughly familiar with the Parking Area and all aspects thereof, including, without limitation, the physical condition of the Parking Area and Real Property, its zoning and all other restrictions and limitations applicable to the Parking Area (whether or not of public record). Tenant also agrees that Landlord has made no material alterations to the Parking Area, that Tenant has, at all times since the sale of the Parking Area to Landlord, been solely responsible for the care, maintenance, and upkeep of the Parking Area and Real Property, and that Landlord has not been and is not now responsible for the existing condition of the Parking Area or Real Property. Tenant additionally agrees that it

assumes all liability and responsibility for the physical condition of the Parking Area and Real Property. **Tenant agrees that neither Landlord nor anyone acting on Landlord's behalf has made any representation or warranty of any kind or nature whatsoever respecting the physical condition of the Parking Area, its suitability for Tenant's use, or any other matter relating to the Parking Area (including, but not limited to, the environmental condition of the Parking Area) or this Agreement, and Tenant agrees that it is leasing the Parking Area in its "AS-IS CONDITION AND WITH ALL FAULTS".**

Tenant's Initials

4. **Term.** The term ("**Term**") of this Agreement commences on February 1, 2013 and, unless earlier terminated, automatically expires on January 31, 2014 ("**Expiration Date**") without the necessity of any notice or other action on Landlord's part. Notwithstanding the foregoing, Tenant may terminate this Agreement by giving written notice to Landlord at least 30 days prior to the intended expiration date. Tenant understands and acknowledges that Landlord is under no obligation to grant any extension of the Term beyond the Expiration Date, that Tenant shall have no right to holdover or otherwise continue to occupy the Parking Area beyond the Expiration Date and shall instead vacate and surrender the Parking Area on or before the Expiration Date, unless and extension is approved by the parties prior to expiration.

5. **Use; Restricted Access to Parking Area; Safety Measures; Compliance with Laws.**

5.1 **Use.** Tenant agrees that it shall use the Parking Area solely for the parking of U-Haul rental trucks and trailers in Tenant's commercial rental business ("**Permitted Use**"), and for no other purpose. Tenant further agrees that Tenant shall not conduct any of the following activities within the Parking Area:

Sales, fueling, maintenance, repair, painting, washing, clean-out, loading or unloading, application of any hazardous Substance to or in and truck, trailer, vehicle, equipment or otherwise, or storage of any truck, vehicle or trailer that is unlicensed or not registered to Tenant or that is inoperable ("Non-Permitted Uses").

5.2. **Safety Measures.** Tenant's agrees to take all actions reasonable necessary to protect human safety in the course of its occupancy of the Parking Area. Tenant shall secure the Parking Area, from entry by customers and the general public. Tenant shall not interfere with the ingress and egress of Landlord's other tenants or uses.

5.3 **Hazardous Materials.** Tenant agrees that it shall not generate, store, release or dispose of any Hazardous Materials on, in, at or under the Parking Area or Real Property, and that its use of any Hazardous Substance necessary for the Permitted Use shall at all times be in strict compliance with all laws, rules, orders and regulations, and decisions of administrative bodies and courts of competent jurisdiction, relating to the use, generation, transportation, storage, disposal or release of hazardous materials. In addition to Tenant's other obligations of indemnity under this Agreement, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them,

harmless from and against all claims, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees and costs) which they, or any of them, may suffer or incur arising from or relating to the use, generation, storage or release by Tenant, its agents, employees, contractors, guests or invitees of any hazardous materials in, on or about the Real Property.

6. **Rent.** As rent for the Parking Area, Tenant agrees to pay to Landlord the sum of \$650 per month. Rent is to be paid in advance, without abatement, deduction or offset due to City by 1st of each Month. Rent for any partial month, or at the termination of this Lease by Tenant pursuant to its termination right contained in Section 4, will be prorated on a daily basis to the date of expiration or termination.

7. **Maintenance.** Tenant agrees that it shall, at its sole cost and expense, during Tenant's occupancy of the Parking Area, maintain the Parking Area and all portions thereof, whether structural or non-structural, in a state safe for human use and occupancy. Tenant agrees that Landlord has no obligation of any kind or nature to maintain, repair, replace or improve the Parking Area or any portion of the Parking Area. Tenant agrees that Tenant is solely responsible for the security, protection and insuring of its equipment, materials and other property, and that of its employees, servants and contractors, located on or about the Parking Area. Tenant agrees that Landlord will have no liability of any kind or nature respecting any loss or theft of, or damage to, any such equipment, materials or other property.

8. **Insurance.** Tenant agrees to keep and maintain public liability and property damage insurance respecting the Parking Area, naming Landlord as an additional insured, in form and amounts (not less than ~~1,000,000~~ per occurrence) and with insurers reasonably satisfactory to Landlord. Such insurance shall expressly cover Tenant's obligation to indemnify, protect, defend and hold Landlord harmless, as provided in Section 9 of this Agreement. Tenant also agrees to keep and maintain a policy or policies of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in the name of Landlord and with loss payable to Landlord, to the extent of the full replacement cost of the improvements located on the Parking Area and otherwise in form and with insurers reasonably satisfactory to Landlord. Tenant also agrees to keep and maintain worker's compensation insurance coverage for its employees in the minimum amounts required by California law. All such insurance will be primary and not contributing with any insurance which Landlord may maintain, and the insurer providing such insurance must agree that such insurance will not be changed or cancelled except upon at least thirty (30) days prior written notice to Landlord. Tenant waives any and all rights of recovery against Landlord and its officials, officers, agents and employees on account of loss or damage occasioned to Tenant or its property or the property of others under its control, to the extent that such loss or damage is insured against under the fire and extended coverage policy required to be kept and maintained by Tenant under this Agreement; and Tenant shall cause each policy required to be kept and maintained by it under this Lease to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by such policy. Tenant will provide Landlord with copies of the policies of such insurance or certificates evidencing such insurance upon execution of this Agreement and from time to time thereafter as reasonably requested by Landlord.

9. **Indemnification.** In addition to, and without limiting, Tenant's other obligations of indemnity under this Agreement, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents and employees, and each of them, harmless from and against all claims, losses, liabilities, actions, judgments, orders, demands, costs and expenses (including without limitation reasonable

attorneys' fees and costs) arising from or in any way related to: (1) the use and/or occupancy of the Parking Area by Tenant and/or its officers, employees, agents, contractors, or invitees; (2) any bodily injury or trauma (including, without limitation, death, dismemberment, mental or physical illness, and/or emotional distress) suffered by any person while on the Parking Area or related to the Parking Area; (3) any injury or damage (including, without limitation, spoilage, loss of profit, loss of opportunity) to any real or personal property or rights thereto, that is owned by Tenant, or its officers, employees, agents, contractors, or invitees where such injury or damage is in any way related to the Parking Area or Real Property; (4) any willful misconduct, negligence, or act or omission of Tenant, or its officers, employees, agents, contractors, or invitees in or about the Parking Area; or (5) any default by Tenant under this Agreement, but excluding any claims, losses, liabilities, actions, judgments, costs and expenses arising from or relating to Landlord's willful misconduct or sole negligence.

10. **Utilities.** Tenant agrees to pay, before delinquency, for all water, sewer, gas, heat, light, power, telephone service, refuse removal and all other utilities or services of any kind supplied to the Parking Area. It is agreed that Landlord is not liable for any failure or interruption of any utility or service, and the failure or interruption of any utility or service will not entitle Tenant to terminate this Agreement or stop making any rental or other payments due under this Agreement.

11. **Taxes.** Tenant shall pay before delinquency all real property taxes and assessments (both general and special) levied or assessed against the Parking Area during the Term of this Agreement. Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes and assessments have been paid. If any such taxes and assessments cover any period of time after the expiration of the Term of this Agreement, Tenant's share of such taxes and assessments will be equitably prorated to cover only the period of time within the tax fiscal year this Agreement is in effect. Tenant shall also pay before delinquency all taxes levied or assessed against Tenant's trade fixtures, equipment and personal property located at the Parking Area or elsewhere. If Tenant fails to pay any taxes or assessments required to be paid by it under this Agreement, Landlord, at its option, may pay the same and Tenant agrees to reimburse Landlord therefore immediately upon demand. Tenant acknowledges that this Agreement may create a possessory interest subject to taxation and that Tenant may be subject to payment of any and all taxes levied on that possessory interest.

12. **Alterations.** Except as may be required pursuant to the Safe Occupancy Recommendations, or as may be otherwise necessary to protect human life, Tenant agrees that it will not make any alterations or improvements to the Parking Area, or any portion of the Parking Area, without Landlord's prior written consent, which consent Landlord is under no obligation to give. If Landlord consents to the making of any alterations or improvements, Tenant agrees that such alterations or improvements will be made in strict compliance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, will be performed in a good and workmanlike manner, and will be made in compliance with such other conditions as Landlord may require in connection with the granting of its consent. Tenant agrees that it will pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Parking Area, which claims are or may be secured by any mechanics' or materialmen's lien against the Parking Area or any interest therein. All alterations and improvements made by Tenant shall, at Landlord's option and at Tenant's sole cost and expense, be removed from the Parking Area at the end of the Term of this Agreement and the Parking Area restored to their condition prior to the making of such alterations or improvements.

13. **Tenant's Property.** All equipment and personal property of Tenant located at the Parking Area will be removed from the Parking Area on the expiration or termination of the Agreement, at Tenant's sole cost and expense, and shall remain the property of Tenant. Landlord intends to raze the Parking Area on expiration or termination of the Lease.

14. **Damage and Destruction.** If the Parking Area or any portion thereof are damaged or destroyed by any casualty (whether or not insured), Tenant, at Tenant's sole cost and expense, shall promptly repair and restore the same; provided, that the proceeds, if any, of the fire and extended coverage insurance required to be kept and maintained by Tenant under Section 7 (after deduction of all costs incurred by Landlord in recovering the same) shall be made available to Tenant by Landlord for the purpose of making such repairs and restorations; provided, further, that if the cost of repairing or restoring the Parking Area exceeds one month's rent or if the repairs and restorations would require more than one month to complete once commenced, then either Landlord or Tenant may cancel this Agreement upon the giving of written notice to the other. Upon any cancellation of this Agreement pursuant to the provisions of this Section, all proceeds of insurance shall be the sole property of Landlord, and Tenant shall have no right or interest therein.

15. **Assignment.** Tenant may not assign this Agreement nor sublet all or any part of the Parking Area.

16. **Default.** The occurrence of any one or more of the following shall constitute a default by Tenant:

- (a) Vacation or abandonment of the Parking Area by Tenant.
- (b) Failure by Tenant to make payment of rent or any other payments required to be made by Tenant hereunder as and when due.
- (c) Failure by Tenant to keep and maintain any of the insurance required to be kept and maintained by Tenant under this Agreement.
- (d) Failure by Tenant to observe or perform any of the covenants or provisions of this Agreement, other than as provided in subsections (b) and (c) above, when such failure continues for a period of 30 days after written notice of such failure is given by Landlord to Tenant; provided, that if the nature of Tenant's failure is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

17. **Remedies.** If Tenant is in default, then, in addition to all other rights and remedies which Landlord may have at law or in equity, Landlord has the following rights and remedies which are not exclusive but are cumulative:

- (a) Landlord can, with or without terminating this Agreement, reenter the Parking Area and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. If Landlord elects to reenter or shall take possession of the Parking Area pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord has not elected to terminate this Agreement, Landlord may either recover all rent as it becomes due under this Agreement or relet the Parking Area or any part or parts thereof for such term or terms and upon such provisions as Landlord may deem advisable and will have the right to make repairs to and alterations of the

Parking Area. No reentry or taking possession of the Parking Area by Landlord is to be construed as an election to terminate this Agreement unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may, at any time after such reletting, elect to terminate this Agreement because of such default. If Landlord elects to relet the Parking Area without terminating this Agreement, then rent received by Landlord therefrom will be applied as follows:

(i) First, to any indebtedness from Tenant to Landlord other than rent due from Tenant;

(ii) Second, to all costs and expenses, including, without limitation, for maintenance, repairs or alterations, incurred by Landlord in connection with reletting the Parking Area; and

(iii) Third, to the payment of rent due and unpaid under this Agreement and the residue, if any, will be held by Landlord and applied in payment of future rent as the same may become due and payable under this Agreement, and to any damages and other amounts which Landlord is otherwise entitled to under this Agreement. Should that portion of such rent received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable hereunder during that month by Tenant, then Tenant agrees to pay such deficiency to Landlord immediately upon demand. In no event will Tenant be entitled to any excess rent received by Landlord from such reletting.

(b) Landlord can terminate Tenant's right to possession of the Parking Area at any time. No act by Landlord other than giving written notice to Tenant will terminate this Agreement. Acts of maintenance, efforts to relet the Parking Area, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Agreement shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Agreement;

(ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Agreement until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in (i) and (ii) of this subsection (b), is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in (iii) of this subsection (b), is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

(c) Landlord can have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Agreement.

(d) Without waiving the default, Landlord can, at its sole option, pay such sums and/or take such actions as are necessary in Landlord's reasonable judgment in order to cure the default, and all sums expended or incurred by Landlord in connection therewith, together with interest thereon at the maximum rate permitted by law, shall be paid by Tenant to Landlord immediately on demand.

18. **Late Payment.** Rent and other amounts not paid by Tenant when due under this Agreement shall bear interest at the rate of ten percent (10%) per annum from the date due until the date paid.

19. **Landlord Entry.** Landlord and its authorized representatives shall have the right upon reasonable prior written notice to Tenant to enter all portions of the Parking Area for any of the following purposes: (a) to determine whether the Parking Area are in good condition and whether Tenant is complying with its obligations under this Agreement; (b) to inspect the Parking Area; (c) in connection with Landlord's design and construction planning respecting Landlord's future use of the Parking Area; and (d) to post notices of non-responsibility. Notwithstanding the foregoing to the contrary, Landlord and its authorized representatives shall have the right to enter the Parking Area at any time, and without notice to Tenant, where an emergency situation necessitates such entry. No exercise by Landlord of its rights under this Section shall entitle Tenant to any damages for any injury or inconvenience occasioned thereby or to any abatement of rent or other amounts payable under this Agreement.

20. **Surrender of Parking Area.** Upon the expiration or other termination of the Term of this Agreement, Tenant agrees to surrender possession of the Parking Area, and every party thereof, to Landlord in generally the same condition as it was at commencement date of the Agreement, ordinary wear and tear alone excepted. "Ordinary wear and tear" does not include any damage or deterioration that would have been prevented by Tenant performing all of its obligations under this Agreement.

21. **Notices.** Except as otherwise provided, all notices required or permitted to be given under this Agreement must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Parking Area address. Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service.

The notice addresses of the parties are as follows:

If to Landlord: City of Hemet
445 E. Florida Avenue
Hemet, California 92543-2409
Attention: City Manager

With a copy to:

Eric S. Vail, City Attorney
Burke, Williams & Sorensen, LLP
2280 Market Street, Suite 300
Riverside, California 92501-3629

If to Tenant: Amerco Real Estate Company
2727 North Central Avenue, Suite 500
Phoenix, Arizona 85004

With a copy to:

U-Haul Center Hemet, CA
222 North State Street
Hemet, CA 92543
Attention: General Manager

22. **Waiver and Release of Benefits.** Tenant acknowledges that upon expiration of the Term, including any extension thereof, or upon termination of any holdover tenancy (collectively "Expiration of Tenancy"), Tenant might be or become eligible to receive compensation, reimbursement, assistance, including, but not limited to, the fair market value of real and personal property, loss of goodwill, loss of profits, actual and reasonable expenses for moving a business, loss of tangible personal property as a result of moving the business, expenses incurred in searching for a replacement site for the business, expenses to reestablish the business at the new site, "in-lieu payments," and other such benefits (collectively "Benefits") under the California Relocation Assistance Act (Government Code §7260, *et seq.*), Title 25 of the California Code of Regulations, Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, *et seq.*), or other similar local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively "Compensatory Laws"). Tenant further acknowledges that it has received full and fair compensation of all Benefits Tenant is or might be or might become entitled to recover from the City of Hemet and/or the Hemet Redevelopment Agency (collectively "City") as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Parking Area, and City's occupancy and possession of the Parking Area. Therefore, being fully informed of and understanding the acknowledgments made herein and of Tenant's rights or potential rights to Benefits under the Compensatory Laws, Tenant hereby expressly and unconditionally waives, and Releases the City from, any and all rights of Tenant to claim, demand, sue for, or receive any Benefits which Tenant is or might be or might become entitled to recover from the City as a result of, or in any way related to, Expiration of the Tenancy, City's acquisition of the Parking Area, and City's occupancy and possession of the Parking Area.

Tenant's Initials

23. **Survival of Obligations.** Tenant acknowledges that it is currently in possession of the Parking Area on a month-to-month basis as a holdover tenant, on the terms and conditions set forth in the initial Lease Agreement, as amended. Tenant further acknowledges that Tenant's month-to-month tenancy is being terminated and replaced by the executions and earlier of this Agreement. Notwithstanding the termination of Tenant's month-to-month tenancy (including without limitation, obligations of indemnity and insurance) such obligations survive such termination.

24. **General.**

(a) The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the terms, covenants or provisions of this Agreement by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in any writing transmitting the same.

(b) The titles to the sections of this Agreement are for convenience of reference only and are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. Any exhibits attached to this Agreement are, however, a part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Agreement, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(c) Any provision of this Agreement that is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating, diminishing or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Agreement.

(d) No term or provision of this Agreement may be amended, altered, modified or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of the party against which enforcement of such amendment, alteration, modification or waiver is sought. Any amendment, alteration, modification or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument affecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

(e) This Agreement and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter.

(f) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

The parties have caused this Agreement to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

CITY OF HEMET, a municipal corporation

By: _____
Ronald E. Bradley
Interim City Manager

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail,
City Attorney

Amerco Real Estate Company,
a Nevada corporation,
DBA: U-Haul Center Hemet, CA

By: _____
Carlos Vizcarra
Carlos Vizcarra
President

By: _____
George R. Oads
George Oads
~~Vice President~~
Assistant Secretary

APPROVED AS TO FORM:

Glenn M. Settles
Glenn M. Settles Esq.

EXHIBIT "A"

AGENDA # 22



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Scott Underwood, IT / Network Systems Supervisor
Jessica Hurst, Deputy City Manager / Administrative Services Director *JH*

DATE: December 9, 2014

RE: Renewal of annual support and maintenance for Tyler Technologies Eden ERP Financial Software

RECOMMENDED ACTION:

It is respectfully requested that the City Council approve the annual support and maintenance for continued use of the Tyler Technologies Eden ERP Financial Software and authorize the City Manager to approve purchase orders in support of this purchase.

BENEFIT OF RECOMMENDATION:

- Continued use of Tyler Technologies Eden ERP Financial software customized to our environment.
- Continued productivity through use of integrated software.

BACKGROUND:

For over 20 years, the City of Hemet has used Tyler Technologies Eden software as its enterprise resource planning (ERP) system. Eden is a modular system, providing software specifically tailored to each function or use. The integration of these modules provides a centralized system able to provide accurate, up-to-date data in real-time. Integration between modules also eliminates the need for manual import and export of data between systems.

While Eden is the primary software solution used by the City for financial management, its use is truly city-wide. In addition to general accounting and budgeting, Eden software modules support general ledger, accounts payable, CASS (Coding Accuracy Support System for street address accuracy), accounts receivable, human resources, fixed assets, parcel manager, purchasing/procurement, business licensing, utility billing and payroll.

Through special interfaces, Eden connects to other City software to automate a variety of tasks. An interface for the City's cashing system (Progressive Solutions) allows of the posting of

online and over-the counter payments to Eden accounts. Eden also connects the City's CRW Software, used by our Planning, Code Enforcement and Building & Safety Departments. This connectivity allows Eden's to check for unpaid fees before allowing permits to be issued.

ANALYSIS:

Our current enterprise resource planning software (Tyler Technology's Eden) fulfills the City's needs for enterprise resource planning. Additional Eden software modules are being considered to provide enhanced functionality and efficiencies.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The City Council has indicated the importance of technology in managing operations efficiently in the face of budget reductions and reduced manpower throughout the City. Technical support and regular updates of software help staff to correctly utilize the system and ensures that the City can adhere to constantly evolving security standards set by Payment Card Industry Data Security Standards (PCI DSS) and Health Insurance Portability and Accountability Act (HIPPA).

FISCAL IMPACT:

Funding for annual support and maintenance of Tyler Technologies Eden ERP Financial Software in the amount of \$52,550 is budgeted in FY 14/15 in Fund 680-1930-2265 (Information Technology – Software Maintenance).

Respectfully submitted,

Fiscal view:

Wally Hill
City Manager



Jessica Hurst
Deputy City Manager
Administrative Services Director

Attachment(s): Tyler Technologies Invoice # 045-122402



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-122402	12/01/2014	1 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: City of Hemet
 445 E Florida Avenue
 Hemet, CA 92543-4209

Ship To: City of Hemet
 445 E Florida Avenue
 Hemet, CA 92543-4209

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5158	59892		USD	NET30	12/31/2014

Date	Description	Units	Rate	Extended Price
Contract No.: HEMET, CITY OF				
	GL/AP Support	1	7,551.03	7,551.03
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Cash Register Interface Support	1	412.26	412.26
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	CASS Support	1	2,437.19	2,437.19
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Accounts Receivable Support	1	1,510.21	1,510.21
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Human Resources Support	1	4,947.00	4,947.00
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Fixed Assets Support	1	2,775.80	2,775.80
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Parcel Manager Support	1	1,374.15	1,374.15
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Data Dictionaries Support	1	367.99	367.99
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Licensing Support	1	5,496.66	5,496.66
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Purchasing Support	1	1,510.21	1,510.21
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Utility Billing Support	1	9,619.14	9,619.14
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Administration Support	1	4,530.61	4,530.61
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Handhelds Support	1	412.26	412.26
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			
	Payroll/Position Control Support	1	9,605.40	9,605.40
	Maintenance: Start: 01/Jan/2015, End: 31/Dec/2015			



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-122402	12/01/2014	2 of 2

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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5158	59892		USD	NET30	12/31/2014

Date	Description	Units	Rate	Extended Price
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****ATTENTION****

Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	52,549.91
Sales Tax	0.00
Invoice Total	52,549.91



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*

DATE: December 9, 2014

RE: Consideration of validated petition regarding the Council's September 9, 2014 decision to enter into a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency medical services for the City of Hemet with a term of July 1, 2015 through June 30, 2020.

RECOMMENDED ACTION:

That the City Council either: 1) Reverse the September 9, 2014 decision to enter into a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency services for the City of Hemet with a term of July 1, 2015 through June 30, 2020, and related items 14 b), 14 c), and 14 d) from that action; or 2) submit the Council's September 9, 2014 decision to enter into a five year Cooperative Agreement to a voter referendum.

BACKGROUND:

On September 9, 2014, the City Council approved the following actions on item #14 on that agenda (attached):

- a) Approve a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency medical services for the City of Hemet, with a term of July 1, 2015 through June 30, 2020, and authorized the City Manager to execute it on behalf of the City.
- b) Authorize the City Manager to negotiate the terms and conditions under which Riverside County Fire would provide Interim Fire Management services to the Hemet Fire Department during the transition to full assumption of responsibilities under the Cooperative Agreement; and
- c) Authorize the City Manager to develop with Riverside County Fire/CAL FIRE a transition process to optimize the number of qualified Hemet Fire Department employees that are eligible to transfer to employment to Riverside County Fire/CAL FIRE; and
- d) Authorize the City Manager and City Attorney to evaluate employee eligibility for retiree medical benefits, assist employees who will retire during transition process to secure the retiree medical benefits for which they are eligible, and consider reasonable plan modification request as may be reasonably necessary under the circumstances.

Subsequent to those City Council actions, a petition was received on October 7, 2014 seeking a referendum to repeal the Council's action regarding item 14 (a). The Riverside County Registrar of Voters examined the petition and certified it as containing the number of signatures required to qualify it for a referendum. Per the provisions of the California Election Code section 9241, the City Council must either: 1) Repeal the Council action against which the petition was filed; or 2) submit the Council's action to the voters, either at the next regular municipal election occurring

not less than 88 days after the order of the Council, or at a special election called for the purpose, not less than 88 days after the order of the Council.

ANALYSIS:

If the Council chooses to submit the September 9, 2014 action to referendum, and makes that decision on December 9, 2014, the earliest available scheduled election date would be June 6, 2015. The Registrar of Voters estimates the cost of a stand alone election at about \$100,000; the cost of a consolidated election would be about \$67,000. If the Council chooses to rescind the decision without a referendum, the Election Code section 9241 provides that the City would be prohibited from again considering the same agreement with Riverside County Fire for a period of one year.

The petition challenged only item 14 a) from the Council September 9, 2014 actions, and not items 14 b), 14 c), and 14 d). However, they would also be effectively rendered moot by a repeal of 14 a) or by a referendum doing so. Since the Election Code requires the Council to repeal the "entire action" or submit it to a vote, we recommend that, if the Council chooses to repeal the September 9, 2014 action, that the Council repeal all items 14 a), 14 b), 14 c), and 14 d).

COORDINATION & REVIEW:

The petition received by the City was examined by the Riverside County Registrar of Voters, who certified it as containing the number of signatures required to qualify it for a referendum

POTENTIAL ALTERNATIVE ACTIONS:

Having received a certified petition, the Council's options are to either repeal the Council's action against which the petition was filed, or submit the Council's action to the voters.

FISCAL IMPACT:

If the Council chooses to submit the Council's action to referendum, the election costs would range from \$67,000 for a referendum consolidated with other elections to \$100,000 for a stand alone election.

Respectfully submitted,



Wally Hill
City Manager

Approved as to form:

Eric S. Vail
City Attorney

Attachment(s): Petition seeking referendum on Council's September 9, 2014 decision
Minutes from Council's September 9, 2014 meeting
Letter from Riverside County Registrar of Voters



City of Hemet

445E. FLORIDA AVE • HEMET, CALIFORNIA 92543 • (951)765-2307

From the Office of
Sarah McComas
CITY CLERK

REFERENDUM RECEIPT

This acknowledges receipt in this office, on October 7, 2014, of a Referendum entitled: Referendum Against a Resolution Passed by the City Council.

Said Referendum was filed with the City Clerk by, Emily Quast McDonough. The filer states that the number of signatures filed is approximately 6,194.

Sarah McComas
City Clerk

October 7, 2014

Sarah McComas, City Clerk
City of Hemet
City Hall
445 E. Florida Ave.
Hemet, CA 92543

Subject: Referendum Petition Submission

Dear Ms. McComas:

On behalf of the voters of the City of Hemet, I am hereby submitting a referendum petition to repeal the action taken by the City Council on September 9, 2014, approving a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency services for the City of Hemet, with a term of July 1, 2015 through June 30, 2020 ("Referendum Petition").

The Referendum Petition is hereby submitted in 50 sections, containing a total of 6,194 signatures.

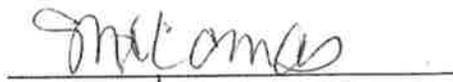
A spreadsheet detailing the number of signatures contained in each petition section is attached hereto for your reference. Upon verification that the Referendum Petition contains a sufficient number of signatures, the City Council must repeal its decision or submit the referendum to the voters at the next regular election or a special election called for that purpose.

If you have any questions, I hereby authorize you to contact our counsel, Stephen J. Kaufman and George M. Yin at Kaufman Legal Group, APC, 777 S. Figueroa Street, Suite 4050, Los Angeles, CA 90017, main: (213) 452-6565, fax: (213) 452-6575. You may email Stephen J. Kaufman at skaufman@kaufmanlegalgroup.com and George M. Yin at gyin@kaufmanlegalgroup.com.

Very Truly Yours,


Emily Quast McDonough
4550 Charlton Avenue
Hemet, CA 92544

Received by:


Title: City Clerk

Enclosures

BOX TOTAL

ISSUE: Fire Department
 CITY: HEMET

RECEIVED BY:

Sarah McCombes

PRINT NAME:

S McCombes

SIGNATURE:

10/7/14

DATE:

SIGS PER SECTION	PETITION SECTIONS	TOTAL SIGNATURES
1	4	4
2	4	8
3	2	6
4	7	28
5	5	25
6	3	18
7	2	14
8	3	24
9	1	9
10	0	0
11	4	44
12	1	12
13	2	26
14	4	56
15	3	45
16	1	16
17	2	34
18	4	72
19	1	19
20	2	40
21	3	63
22	3	66
23	2	46
24	2	48
25	5	125
26	0	0
27	1	27
28	1	28
29	2	58
30	3	90
31	4	124
32	3	96
33	3	99
34	4	136
35	6	210
36	7	252
37	6	222
38	0	0
39	2	78
40	11	440
41	5	205
42	4	168
43	4	172
44	5	220
45	3	135
46	5	230
47	6	282
48	4	192
49	5	245
50	7	350
51	13	663
52	12	624
TOTAL	196	6,194

Referendum Against a Resolution Passed by the City Council

We, the undersigned registered voters of the City of Hemet seek the repeal of a resolution, adopted at a regular meeting of the City Council on September 9, 2014 (Agenda Item # 14). Should the resolution not be repealed by the council it must be submitted to the voters at the next regular election or a special election called for that purpose. The text of the resolution, or portion of the resolution which is the subject of the referendum, is set forth below in its entirety.

Approve a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency medical services for the City of Hemet, with a term of July 1, 2015 through June 30, 2020, and authorize the City Manager to execute it on behalf of the City.

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF HEMET**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Hemet, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Fire Department Division Chief or Deputy Chief, as outlined in Section III B, or COUNTY may assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing services which shall include but not limited to such items as attending City Council meetings; preparing, presenting, and maintaining the CITY Fire Department budget; provide personnel management; attend other meetings or events as appropriate; coordinate emergency preparedness with other

Referendum Against a Resolution Passed by the City Council

CITY agencies and officials, and the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment, including the use of the Riverside County Volunteer Reserve Program, in order to provide the Fire Services that will match or exceed the CITY's own provision of current service levels and response times, which is in compliance with the COUNTY approved level of service, while striving for the most cost efficient delivery methods as agreed upon herein.

The CITY has a response time performance standard of five (5) minutes or less for Eighty Percent (80%) of fire and emergency medical calls, provided on both a citywide and response area basis. COUNTY will report its response time performance on at least a quarterly basis, and will indicate the percent of fire and emergency medical calls that achieve a response time of five (5) minutes or less, on a citywide and response area basis. COUNTY will provide Mutual Aid resources and cover resources as operationally necessary to maintain CITY's response time goals.

If less than Eighty Percent (80%) on a citywide and Public Facility Improvement Target Area basis for two (2) consecutive quarters, COUNTY will provide a written report within 45 days on what actions they have taken to comply with the response time performance standards and provide written recommendations to CITY on how best to achieve compliance.

For the purposes of this section, response time will be measured from the point where assigned resources initiate response, to the arrival on scene of the required apparatus and personnel.

COUNTY will also assist CITY in preparing a master plan for fire, emergency medical, and other related services and facilities during the term of this contract and will from time to time review and suggest modifications to the boundaries and configuration of Public Facilities Improvement Target Areas to reasonably achieve the best response times. CITY will be responsible for any associated costs.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or decrease in services is approved by COUNTY.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the

Referendum Against a Resolution Passed by the City Council

funds represented as set forth in Exhibit "A." The CITY would be obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase or reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or reduction. Proper notification shall include the following: (1) The total amount of increase or reduction; (2) The effective date of the increase or reduction; and (3) The number of employees, by classification, affected by the proposed increase or reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or reduction, in addition to any other remedies available resulting from the increase or reduction in services. COUNTY is under no obligation to approve any requested increase or reduction. COUNTY shall render a written decision on whether to allow or deny the increase or reduction within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. _____ [] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. _____ [] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

G. The CITY and the COUNTY also agree that the aerial ladder truck owned by the CITY is of mutual benefit and provides service to the CITY as well as to the unincorporated territory of the County of Riverside. Notwithstanding the provisions stated above, in Section III, Paragraph F, regarding the transfer of ownership of other fire engine(s) currently owned by CITY, the CITY shall retain ownership of the aerial ladder truck and maintain the insurance on said truck. COUNTY will operate said aerial

Referendum Against a Resolution Passed by the City Council

ladder truck in furtherance of this agreement. The ladder truck maintenance and/or repair costs shall be paid through the Cost Allocation Plan. The COUNTY agrees to continue to house the ladder truck at a CITY Fire Station, subject to the provisions in Section III, paragraph I.

H. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

I. Notwithstanding the terms as set forth and outlined above in Section III: Payment for Services; the COUNTY and CITY agree to annually review and analyze the utilization of resources and any cost share arrangements set forth in the Agreement as outlined in the Exhibit "A".

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2015, to June 30, 2019.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to extend this Agreement or enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services provided under this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, or any extension hereof, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. If CITY and COUNTY are actively negotiating the terms to a new agreement, the parties may enter into an amendment of this agreement to extend the term up to an additional one year period. This additional period may apply to the original end date of this agreement or can be an additional extension beyond the one year extension provided for in Section IV.C., above.

Referendum Against a Resolution Passed by the City Council

E. No extension shall be beyond two years from the original end date.

F. The cost of services provided by COUNTY during any extended period shall be based upon the prorated amount that would have been charged to CITY during the fiscal year in which any extended period falls. Payment by CITY for services rendered by COUNTY during the extended period shall be in accordance with Exhibit "A," of this Agreement.

SECTION V: TERMINATION

This Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

At the termination of this Agreement, and pursuant to the terms of this Section, the CITY, at their option, may purchase back any and all existing equipment that was purchased by the COUNTY pursuant to this Agreement, at the current depreciated value of such equipment, if still owned by the COUNTY. Any existing equipment that was donated from the CITY to the COUNTY pursuant to this Agreement shall be returned to the CITY, if still owned by the COUNTY.

SECTION VI: DISPATCH SERVICES

Fire and Emergency Medical Dispatch Services are the responsibility of, and provided by the COUNTY through its Fire Emergency Command Center ("ECC") currently in Perris, CA. The CITY through its Police Department is responsible for all emergency ("9-1-1") calls that originate in the City of Hemet. The CITY Police Department will transfer all Fire and Emergency Medical calls to the COUNTY "ECC" for direction and dispatching of Fire units. COUNTY "ECC" personnel have been trained to provide caller with pre-arrival instructions.

The COUNTY "ECC" provides radio and alpha paging to meet current safety and operational capabilities.

SECTION VII: TRAINING

For the purpose of Fire Services, as described in Section I., all employees designated as set forth in the attached Exhibit "A" will meet or exceed the State of California mandated standards, requirements, and specific operational needs for each individuals classification. Continued training requirements shall be provided for by COUNTY by qualified instructors. All required certifications and license requirements are tracked and maintained by the COUNTY, and shall be provided to CITY upon request.

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Referendum Against a Resolution Passed by the City Council

SECTION VIII: COMMUNICATION EQUIPMENT

The COUNTY through its Fire COM/IT Bureau ("COM/IT"), provides Fire Services Personnel with required equipment, software, and maintenance thereof as outlined in COUNTY policy, to provide the Fire Services outlined in this Agreement. The costs and expenses of such equipment, software, maintenance, and personnel shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct invoice to the CITY.

SECTION IX: GEOGRAPHICAL INFORMATION SYSTEMS

The COUNTY through its Geographical Information Systems ("GIS") Department maintains all Fire and Emergency Call statistics dispatched through the COUNTY "ECC". All statistics and records are maintained in accordance with the COUNTY Retention Policy.

The CITY will be provided statistics and records within a reasonable amount of time upon request.

SECTION X: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

COUNTY, through its Public Information Office "PIO" provides twenty-four (24) hour fire and emergency incident information to the public and news media on all COUNTY responsibility incidents.

SECTION XI: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

Referendum Against a Resolution Passed by the City Council

SECTION XII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

CITY shall continue to receive any fee, fines, reimbursements, awards, grants, or other revenues associated with services provided by the CITY not provided under this Agreement such as "false alarm recovery".

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION XIII: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION XIV: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Hemet from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. All personnel assigned per the attached Exhibit "A" shall maintain the facilities daily normal housekeeping, landscape maintenance, and minor repairs. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct invoice to the CITY.

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Referendum Against a Resolution Passed by the City Council

SECTION XV: FIRE PREVENTION & EMERGENCY PREPAREDNESS

COUNTY, through its various departmental programs and personnel, shall provide the CITY with Fire Safety Inspections, Fire Hazardous Reduction Programs, Disaster Planning, Fire Protection Planning, and Public Education with costs and expenses being reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct invoice to the CITY.

SECTION XVI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

Referendum Against a Resolution Passed by the City Council

SECTION XVII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. COUNTY and CITY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XVIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. Venue for litigation shall be in Riverside County. Unless otherwise noted, each party shall bear their own costs in all dispute resolutions.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner.

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Referendum Against a Resolution Passed by the City Council

SECTION XIX: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF HEMET
City Manager
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XX: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature Provisions on following page]

Referendum Against a Resolution Passed by the City Council

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF HEMET

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

**APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel**

**KECIA HARPER-IHEM
Clerk of the Board**

By: _____
**ERIC STOPHER
Deputy County Counsel**

By: _____
Deputy

(SEAL)

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**Cooperative Fire Agreement
City of Hemet
July 1, 2015 to June 30, 2020
11 of 11**

Referendum Against a Resolution Passed by the City Council

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY
 PRELIMINARY DATED SEPTEMBER 3, 2014 FOR FY 14/15
 (V1.1 - 4 Engines, 1 Truck, 1 BC, 1 FSS, 1/2 ESC)
 (County Fire pays for 50% Truck Personnel costs)

	CAPTAINS	CAPTAINS MEDICS	ENGINEER'S	ENGINEER MEDICS	FF I'S	FF II MEDICS	TOTALS		
STA. #1	364,781	2	155,987	1	175,533	1	989,639	6	
(Truck)	273,685	3	235,881	3	211,880	3	947,573	12	
STA. #2	364,781	2	155,987	1	175,533	1	989,639	6	
STA. #3	364,781	2	155,987	1	175,533	1	989,639	6	
STA. #4	364,781	2	155,987	1	175,533	1	989,639	6	
Fixed Relief	182,390	1	155,987	1		152,078	1	490,456	3
Vac. Relief - Engine	182,390	1			175,533	152,078	1	510,002	3
Vac. Relief - Truck								0	0
SUBTOTALS	2,097,469		1,013,916		877,967	776,929	1,140,688	6,906,588	
SUBTOTAL STAFF	13		8		6	7	9		42
BATTALION CHIEF					217,752	each		217,752	1.0
FIRE SAFETY SUPERVISOR (Assistant Fire Marshal)					127,015	each		127,015	1.0
EMERGENCY SERVICES COORDINATOR					110,821	each		55,411	0.5
SUBTOTAL								\$400,177	44.5
ESTIMATED SUPPORT SERVICES									
Administrative/Operational				16,283	per assigned Staff **		688,019	43.0	
Volunteer Program				6,781	Per Entity Allocation		6,781	1.0	
Medic Program					Medic FTE/Defib Bais		96,451		
Fleet Support				60,479	per Fire Suppression Equip		227,156	4.6	
ECC Support					Calls/Station Basis		433,010		
Comm/IT Support					Calls/Station Basis		650,640		
Hazmat Support							33,385		
SUPPORT SERVICES SUBTOTAL							2,146,421		
ESTIMATED DIRECT CHARGES									
FIRE ENGINE USE AGREEMENT				23,200	each engine		92,800	4	
ONE TIME START UP CHARGES							262,695		
SUBTOTAL							456,395		
TOTAL STAFF COUNT								43.0	
TOTAL ESTIMATED CITY BUDGET							\$8,907,981.52		

*Three Captains funded by Riverside County

SUPPORT SERVICES

Administrative & Operational Services

Finance
 Training
 Data Processing
 Accounting
 Personnel

Procurement
 Emergency Services
 Fire Fighting Equip.
 Office Supplies/Equip.

43.0 Assigned Staff

43.00 Total Assigned Staff

4 Fire Stations
 13,000 Number of Calls
 14 Assigned Medic FTE
 6 Monitors/Defibs
 4 Hazmat Stations
 20 Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Referendum Against a Resolution Passed by the City Council

FY 14/15 POSITION SALARIES TOP STEP

272,763	DEPUTY CHIEF	23,200	FIRE ENGINE
268,126	DIV CHIEF	16,233	SRVDEL
217,752	BAT CHIEF	6,761	VOL DEL
182,390	CAPT	6,409	MEDIC FTE
203,397	CAPT MEDIC	1,345	MEDIC MONITORS/DEFBS REPLACEMENT
155,987	ENG	68,720	BATT DEL
176,533	ENG/MEDIC	14,945	ECC STATION
141,260	FF II	28.71	ECC CALLS
182,078	FF II/MEDIC	50,479	FLEET SUPPORT
127,016	FIRE SAFETY SUPERVISOR	22,455	COMMIT STATION
118,433	FIRE SAFETY SPECIALIST	43.14	COMMIT CALLS
101,475	FIRE SYSTEMS INSPECTOR	2,598	FACILITY STATION
66,023	OFFICE ASSISTANT III	702.22	FACILITY FTE
68,145	SECRETARY I	2,600	HAZMAT STATION
110,821	EMERGENCY SERVICES COORDINATOR	1,060.19	HAZMAT CALLS
		1,761	HAZMAT VEHICLE REPLACEMENT

FY 14/15 DIRECT BILL ACCOUNT CODES

620230	Cellular Phone
620300	Faxer Service
620320	Telephone Service
620600	Household Expense
620605	Appliances
620618	Cleaning and Custodial Supp
620630	Laundry Services
620640	Household Furnishings
620645	Trash
621360	Main-Copier Machines
621440	Main-Kitchen Equipment
	Main-Office Equipment
621540	Main-Service Contracts
621600	Main-Telephone
621680	Main-Underground Tanks
622310	Main-Building and Improvement
622360	Main-Examination
622660	Medical-Dental Supplies
622670	Other Medical Care Materials
622680	Pharmaceuticals
623220	Licenses And Permits
623680	Office Equip Non Fixed Assets
636700	Rent-Lease Bldgs
636940	Locks/Keys
637280	Awards/Recognition
639500	Electricity
639610	Heating Fuel
639630	Water
637240	Interfnd Exp-Utities
642080	Improvements-Building

Referendum Against a Resolution Passed by the City Council

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF HEMET
DATED _____, 2015**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 1

Engine 1, RCO No. _____ \$ 23,200.00

Station 2

Engine 2, RCO No. _____ \$ 23,200.00

Station 3

Engine 3, RCO No. _____ \$ 23,200.00

Station 4

Engine 4, RCO No. _____ \$ 23,200.00

\$ 92,800.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

Referendum Against a Resolution Passed by the City Council

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement at a service level that meets or exceeds all legal safety and code compliance requirements.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$464,000.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

Referendum Against a Resolution Passed by the City Council

NOTICE TO THE PUBLIC:

**THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER.
YOU HAVE THE RIGHT TO ASK.**

All signers of this petition must be registered to vote in the City of Hemet, California.		This column for official use only
1.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
2.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
3.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
4.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
5.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
6.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
7.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
8.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
9.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
10.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
11.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	

Referendum Against a Resolution Passed by the City Council

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13.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
14.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
15.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
16.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
17.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
18.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
19.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
20.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
21.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
22.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	

Referendum Against a Resolution Passed by the City Council

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23.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
24.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
25.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
26.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
27.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
28.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
29.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
30.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
31.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
32.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
33.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	

Referendum Against a Resolution Passed by the City Council

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34.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
35.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
36.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
37.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
38.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
39.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
40.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
41.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
42.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
43.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
44.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	

Referendum Against a Resolution Passed by the City Council

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45.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
46.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
47.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
48.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
49.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
50.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
51.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	
52.	Print Your Name: _____ Residence Address ONLY: _____ Sign As Registered To Vote: _____ City: _____ Zip: _____	

DECLARATION OF CIRCULATOR (To be completed in circulator's own hand after the above signatures have been obtained.)

I, _____, am 18 years of age or older.
(print name)

My residence address is _____ I circulated this section of the petition
(address, city, state, zip)
 and witnessed each of the appended signatures being written. Each signature on this petition is, to the best of my information and belief, the genuine signature of
 the person whose name it purports to be. All signatures on this document were obtained between the dates of _____ and _____
(month, day, year) (month, day, year)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, at _____, CA.
(month, day, year) (place of signing)

Signature of Circulator _____
(complete signature indicating full name of circulator)



MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

September 9, 2014

6:30 p.m.
Hemet Public Library Upstairs
300 E. Latham Avenue

www.cityofhemet.org
Please silence all cell phones

Call to Order

Mayor Smith called the meeting to order at 6:31 p.m.

Roll Call

PRESENT: Council Members Krupa, Wright and Youssef, Mayor Pro Tem Milne and Mayor Smith

ABSENT: None

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented at this time.
The City Council recessed to Closed Session at 6:32 p.m.

1. Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: City Manager Hill
Employee organization:
Hemet Fire Fighters Association
Service Employees International Union General Employees
 2. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Name of case: Hemet Firefighters Association, et al. v. City of Hemet, et al.
RSC Case No. RIC 1400175
-

REGULAR SESSION

7:00 p.m.
Hemet Public Library Upstairs
300 E. Latham Avenue

Call to Order

Mayor Smith called the meeting to order at 7:03 p.m.

Roll Call

PRESENT: Council Members Krupa, Wright and Youssef, Mayor Pro Tem Milne and Mayor Smith

ABSENT: None

OTHERS PRESENT: City Manager Hill, City Attorney Vail and City Clerk McComas

Invocation

Invocation was given by Darlena McHenry, Hemet-San Jacinto Interfaith Council

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Youssef

City Attorney Closed Session Report

3. Conference with Labor Negotiators

Pursuant to Government Code section 54957.6

Agency designated representatives: City Manager Hill

Employee organization:

Hemet Fire Fighters Association

Service Employees International Union General Employees

The City Council did not discuss HFFA.

The City Council received an update from the City's representative regarding SEIU and gave direction. There was no additional reportable action.

4. Conference with Legal Counsel - Existing Litigation

Pursuant to Government Code section 54956.9(d)(1)

Name of case: Hemet Firefighters Association, et al. v. City of Hemet, et al.

RSC Case No. RIC 1400175

The City Council received a briefing from Legal Counsel. There was no additional reportable action.

City Council Business Consent Calendar

5. **Receive and file** – Warrant Register

- a. Warrant register dated August 21, 2014 in the amount of \$1,497,068.13. Payroll for the period of August 4, 2014 to August 17, 2014 was \$629,128.44.

6. **Recommendation by Police** – 2014 Federal Justice Assistance Grant (JAG) Critical Incident and Crime Management Center (CICMC) Project

- a. Accept the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation in the amount of \$31,039; and
- b. Authorize the finance department to establish an expenditure account in the amount of the grant award; and
- c. Authorize the police department to move forward with the CICMC project.

7. **Recommendation by Police** – Field Command Units Up-fit and Equipment
 - a. Authorize the city manager to approve purchase requisitions in excess of \$50,000 for the upfit and equipping of 8 Field Command Units.

8. **Recommendation by Public Works** – Award of Services Contract to Marina Landscape Inc., of Orange County for Landscape Maintenance Services
 - a. Approve award of a services contract to Marina Landscape Inc. to provide Landscape Maintenance Services throughout the City of Hemet Landscape Maintenance Districts; and
 - b. Authorize the City Manager to execute a three-year contract effective October 1, 2014, through September 30, 2017, for a total contract amount not to exceed \$1,179,684.00; and
 - c. Authorize the City Manager to execute purchase orders in support of the contract (\$294,921.00 for prorated FY 14/15 contract period).

9. **Recommendation by Fire** – Increase in Purchase Order – CSG Consultants
 - a. Authorize the City Manager to approve an increase for Purchase Order No. 2014-000393 to CSG Consultants for FY 2013/14 in the amount of \$1,700 for the purpose of fire inspection, plan review and code services.

10. **Recommendation by Fire** – Increase in Purchase Order – Ace Weed Abatement
 - a. Authorize the City Manager to approve an increase in Purchase Order No. 2015-000215 to Ace Weed Abatement, Inc. from \$42,300 in an amount not to exceed \$51,810 for weed abatement services thru August 2014.

11. **Recommendation by Fire** – Purchase of Paramedic Monitor/Defibrillators
 - a. Approve the purchase of five new “X Series” Monitor/Defibrillators from ZOLL Medical Corporation in the amount of \$153,884, and approve an annual maintenance/service agreement in the amount of \$1,150 per year for five units; and
 - b. Authorize the City Manager to approve Purchase Orders in support of purchase and annual maintenance/service agreement.

Item Nos. 5, 7, 9, 10 and 11 were removed from the Consent Calendar. **Mayor Pro Tem Milne moved and Council Member Wright seconded a motion to approve the remaining Consent Calendar items. Motion carried 5-0.**

Item No. 5

Mayor Smith, removed this item to introduce Jessica Hurst.

Wally Hill, City Manager, introduced Ms. Hurst, new Deputy City Manager/Administrative Services. We are happy to have her here. She will oversee Finance, Human Resource, Information Technology, Housing, CBDG and serves as the City’s Chief Labor Negotiator.

Council Member Youssef moved and Mayor Pro Tem Milne seconded a motion to approve this item as presented. Motion carried 5-0.

Item No. 7

Council Member Krupa, asked about the funding for the equipment.

Chief Brown, the funding from the Indian Gaming Mitigation Grant was approved on August 26th. Staff is seeking authorization for the City Manager to sign a Purchase Order over his \$50,000 spending authority.

Council Member Krupa moved and Mayor Smith seconded a motion to approve this item as presented. Motion carried 5-0.

Item No. 9

Council Member Krupa, asked what services are provided by CSG and if their fees are reimbursed.

Chief Bryan, the City is currently contracted with CSG Consultants this request is to extent the Purchase Order. CSG Consultants conducts our new development plan reviews and field inspections. The majority of their work is reimbursed by the contractors and developers through their fees. There are some services like meetings with potential developers and general discussions that are not recovered through fees.

Council Member Krupa moved and Mayor Pro Tem Milne seconded a motion to approve this item as presented. Motion carried 5-0.

Item No. 10

Council Member Krupa, asked about these costs and if they are reimbursed.

Chief Bryan, this is an extension of the City Manager's authorization for purchase order limits. There was an increase in the number and size of the parcels to be abated. Most of the costs will be reimbursed to the City either at the time the property owner pays their bill, through their property tax or when the property changes ownership.

Council Member Wright moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 5-0.

Item No.11

Council Member Krupa, asked if the equipment is compatible with the County's equipment if the decision is made to contract with CalFire.

Chief Bryan, we have obtained assurance from Riverside County Fire that the equipment is compatible and necessary. We are seeking authorization to purchase the equipment from the County bid process, purchasing them from the same company.

Mayor Smith, asked if the year to year maintenance cost per unit would be cheaper if a greater number of units were purchased. Mayor Smith also asked about the service life of a defibrillator.

Chief Bryan, possibly if the number of units were substantially higher. The County does not have an immediate need for additional units at this time. These units include year to year maintenance contracts and have a life of 5 to 7 years.

Council Member Krupa moved and Council Member Youssef seconded a motion to approve this item as presented. Motion carried 5-0.

Approval of Minutes

12. August 26, 2014

Council Member Krupa moved and Council Member Wright seconded a motion to approve this item as presented. Motion carried 5-0.

Communications from the Public

Billy McKinzy, Hawthorne, my diabetic daughter moved here in June. It has come to his attention that the closest sharps disposal location is in Beaumont. Mr. McKinzy showed the City Council the system that Hawthorne uses. Mr. McKinzy submitted a list of three companies that provide the equipment.

Council Member Youssef, was under the impression that CR&R had a program to dispose of sharps and requested that staff look into it.

Lori VanArsdale, Ramona Bowl, invited the City Council to attend the formal Invitation Ceremony on September 27th at 10:00 p.m. for the Ramona Bowl Band. The band will be made up of students in 8th through 12th grade and will be preparing and earning money to attend a New Year's Day parade in London on January 1, 2016.

Rose Salgado, invited the City Council to the 18th Annual Pow Wow on September 19, 20 and 21st with Grand Entry at 7:00 p.m. Friday and Saturday nights. Ms. Salgado thanked the City Council for their partnership and donation for the event.

Mayor Smith, we will be conducting an orderly meeting. We will respect your rights to speak and will expect a civil debate. Individual speakers will have 2 minutes and speakers with donated time will have up to 15 minutes.

Discussion/Action Item

13. **Implementation of City's Last Best and Final Offer as to the Hemet Fire Fighters Association; Rejection of Final Factfinding Recommendations** – City Manager Hill
- a. Conduct an informal hearing at which City Staff and HFFA may present their positions and other relevant information to Council regarding the impasse and the proposed imposition of the City's Last, Best and Final Offer; and
 - b. Acknowledge receipt of the Final Factfinding Report dated August 25, 2014, together with dissenting opinions, and reject the recommendations contained within the Report; and
 - c. Approve imposition of the terms of the City's April 23, 2014 Last, Best and Final Offer as to the Hemet Fire Fighters' Association.

This item was discussed concurrently with Item No. 14 and acted on at the end of the discussions.

14. **Evaluation of options for Fire and Emergency Medical Services** – City Manager Hill
- a. Approve a five year Cooperative Agreement with Riverside County Fire to provide fire and emergency medical services for the City of Hemet, with a term of July 1, 2015 through June 30, 2020, and authorize the City Manager to execute it on behalf of the City; and
 - b. Authorize the City Manager to negotiate the terms and conditions under which Riverside County Fire would provide interim Fire Management services to the Hemet Fire Department during the transition to full assumption of responsibilities under the Cooperative Agreement; and
 - c. Authorize the City Manager to develop with Riverside County Fire/CAL FIRE a transition process to optimize the number of qualified Hemet Fire Department employees that are eligible to transfer to employment to Riverside County Fire/CAL FIRE; and

- d. Authorize the City Manager and City Attorney to evaluate employee eligibility for retiree medical benefits, assist employees who will retire during transition process to secure the retiree medical benefits for which they are eligible, and consider reasonable plan modification request as may be reasonably necessary under the circumstances.

Eric Vail, City Attorney, there are two separate items before you. The first one will be generally referred to as the Impasse and Last, Best and Final (L,B&F) Offer. The other item is the potential contract with Riverside County Fire for Fire and Emergency Medical Services. Since these items are interrelated we will discuss them at the same time. The process will walk you through the issues and allow the Hemet Fire Fighters Association (HFFA), the public and the City Council an opportunity to provide comments. We will hear a brief presentation from the lead negotiator to explain the terms such as Impasse, the Last, Best and Final Offer and the Factfinding process. The City Manager will get to the substance of staff's recommendations. There will be no presentations by Hemet Fire Department or Riverside County Fire. Representatives from both agencies are available to answer any questions. An informal hearing required by the City's Municipal Code when we go to impasse will be conducted to hear statements regarding impasse with the labor union. The City's statement was included with the staff report. The Union's representative will present their statement. Public comment on both Item Nos. 13 and 14 will be heard at that time. After which the City Council will deliberate and consider both items.

Daphne Anneet, Lead Labor Negotiator, this process started almost two years ago. On September 26, 2012 the City Council directed staff to notice the HFFA that the City would begin the process of evaluating fire services. For a year, we engaged in informal negotiations on the issue of contracting out. The City has an obligation under the Myers-Milias Brown Act to negotiate the decision and the effects. During this in-depth lengthy review of the issues associated with delivering fire services, staff asked for additional guidance and the City Council authorized the City Manager to enter into a contract with an expert outside consulting firm to review the issue and provide guidance and insight into the process and issues that should be considered. The City's Negotiating Team conducted formal negotiations with HFFA for a period of almost a year. The City's negotiating team and union representatives met in August, November and December of 2013 and 7 separate times in 2014 discussing both the pros and cons of in-house fire services and contracting out. Most importantly we discussed the effects on the City's Fire Fighters whose service is well respected in the event the City Council makes the decision to contract out. By effects, we are referring to the benefits that would flow to the Fire Fighters, what the process would be and what protections would be in place. Ultimately we were unable to reach an agreement, each party provided a Last, Best & Final offer (LB&F). The City Council authorized the labor negotiating team to present a L,B&F that laid out both the City's position on contracting out and the effects which is included as attachments to the staff report. The HFFA did come back with a final proposal in response to the City's L,B&F and offered a 5% contribution toward PERS and no salary increase for 5 years. Unfortunately, that proposal was not enough to bridge the gap and was rejected by the City Council. At that time the negotiating team was authorized to declare impasse. Impasse means that the parties have come to the end of fruitful negotiations. Impasse is an important part of the process and under the Meyers-Milias Brown Act there is a new procedure that allows the Union or the City to go to an independent body called a "Factfinder". The Factfinding process includes a panel of one independent person, Attorney Daniel Saling, a representative from the City, Eric Vail, City Attorney, and a representative from the Union, Rob Wexler, Chief Negotiator for HFFA.

Over a series of three days the parties presented their positions to the Factfinding Panel. Ms. Anneet served as the City representative with testimonies from City Manager Wally Hill, Chief Peter Bryan and Chief John Hawkins, giving the Factfinding Panel a full briefing on the City's decision to present the L,B&F. The Union had the opportunity to present its position. The Factfinding Panel is then required to present a report. The goal is to achieve a unanimous opinion. In the event that a unanimous opinion is not available the Chief Factfinder, Mr. Daniel Saling, issues the primary report and opinion, then both the City and the Union have the opportunity to offer their comments or dissents. That report was made public on the City's website more than 10 days prior to this meeting for the City Council and the public to review. The Factfinder's opinion presented a proposal that was not far off from the terms the City proposed for the union in terms of the effects. The Factfinder's opinion was that the City did not have an obligation to bargain the decision. He did note that the parties had undergone an extensive thoughtful and lengthy process. In terms of the effects of contracting out, the benefit package includes a number of key elements include payment on their accrued vacation and sick leave, severance, and priorities in terms of transfer. The City's total package of key items offered was approximately \$1,039,000. The Factfinder's recommended package would cost the City between \$644,000 and \$2 million depending on the number of fire fighters that were successful in the transfer to Riverside County Fire. The HFFA's package offered at the time of impasse was valued at \$5.3 million. The City Council understood there was a huge discrepancy between what the City could afford and what the Fire Fighters were requesting. That was the basis for the impasse. The one caveat to the package and issue for dispute is the eligibility for retiree medical. The question is whether fire fighters not eligible for retiree medical under the City's plan as of today would be eligible if the City contracts out. The City's position has been that the plan sets forth the criteria for eligibility and will honor the terms of the plan for those that are eligible. If all fire fighters were given the benefit, eligible or not, that would cost approximately \$19 million dollars over 30 years. Having gone through the negotiating process, issued a L,B&F and having gone through the Factfinding process to conclusion the issues are now right for the City Council. The Fire Fighters have made a last final offer for Successor MOU. Once you have heard the City Manager's presentation the City Council is in the position to make a decision on whether or not the City should contract out fire services or enter into the Successor MOU offered by HFFA.

Wally Hill, City Manager, gave the City Council a powerpoint presentation on the evaluation of Fire/Emergency Medical Services Proposals. The City issued the Request for Proposals (RFP) in October 2012. In February 2013, the City Council considered the evaluation, received presentations, public comments and requested further analysis. The City Council initiated labor negotiations at that time. November 12, 2013 the City Council received the analysis from Citygate Associates, evaluated proposals and received public comment. At that time the City Council gave the following directions to staff: to establish desired service levels as described by County Fire Option #1; authorized labor negotiations on potential decision to outsource and its effects; authorized negotiations with Riverside County Fire on a potential agreement to provide services; authorized negotiations with Riverside County Fire to provide interim Fire Management Services; and authorized training for Hemet fire fighters with paramedic licenses to obtain County certification. Labor negotiations on potential decision to outsource and its effects, resulting in impasse on May 14, 2014 with staff continuing the impasse resolution process since then. A Cooperative Agreement with Riverside County Fire has been negotiated. Interim Fire Management has been provided by an Acting Fire Chief and paramedic training has been arranged. Riverside County Fire Proposal: uses Cal Fire as

service provider; uses all currently active City fire stations, supplemented by responses from County fire stations; paramedic-level non transport services; emergency medical dispatch for pre-arrival patient care instructions; will meet or exceed City's current service levels and response times; if General Plan response time performance standards are not met, will identify actions taken to comply and recommendations for City's consideration; assist in preparing master plan for City; half-time local Emergency Services Coordinator, supplementing County's Office of Emergency Services; full-time Fire Safety Supervisor for fire prevention; First year cost \$8,907,582, lower than original proposal by \$103,236; 50%/50% sharing of ladder truck costs; and with additional City retained roles and overhead, the first year cost to the City is \$11,318,910 and a 3rd year estimate of \$11,581,438. Hemet Fire Department Proposal includes two resource deployment models: A) staffed squad truck with cross-staffed ladder truck; and B) staffed ladder truck without squad truck. Model "B" is closest to County Fire Option #1. Hemet Fire Department Proposal includes three apparatus housing models with redrawn district #1 and #5: 1) squad truck at station #1, covering west and engine covers east; 2) squad truck at station #5, covering east and engine #1 serving redrawn district #1; and 3) squad truck at station #1, covering east and engine covering west. Hemet Fire Department Proposal: uses all currently active fire stations; initiate paramedic level services; no emergency medical dispatch; half-time Fire Prevention consultant, supplemented by station staff inspections; and emergency management consultant. First year cost to the city for Hemet Fire Department Model A is \$11,068,707 less HFFA concessions of \$200,000 for a first year net of \$10,868,707 and a third year estimate of \$11,117,507. First year cost to the City for Hemet Fire Department Model B which is most like County's option recommended by the Council in November 2013 is \$11,541,800 less HFFA concessions of \$211,205 for a first year net of \$11,330,595 and a third year estimate of \$11,593,335. A comparison of budgeted costs was displayed. 1st year costs for the County is \$11,318,910 and HFD Ladder Truck Option is \$11,330,595 for a net County budget decrease of \$11,685. 3rd year costs for the County is \$11,581,438 and HFD Ladder Truck Option is \$11,593,335 for a net County budget decrease of \$11,897. Mr. Hill explained the comparison between budgeted versus actual costs. Riverside County Fire's average spending is 95% of budget over 3 years for the 20 cities served and the proposal includes a not-to-exceed cost. Hemet Fire Department's average spending is 100.9% of budget over eight audited years from FY 05-06 to FY 12-13 and the proposal does not have a not-to-exceed guarantee. A comparison of projected actual costs was displayed. 1st year costs for the County at 95% is \$10,873,531 and HFD Squad Truck Option at 100.9% is \$10,966,525 for a net County budget decrease of \$92,994. 3rd year costs for the County at 95% is \$11,135,974 and HFD Squad Truck Option at 100.9% is \$11,217,565 for a net County budget decrease of \$81,591. 1st year costs for the County at 95% is \$10,873,531 and HFD Ladder Truck Option at 100.9% is \$11,432,570 for a net County budget decrease of \$559,039. 3rd year costs for the County at 95% is \$11,135,974 and HFD Squad Truck Option at 100.9% is \$11,697.679 for a net County budget decrease of \$561,701. Costs not included in the comparisons are: Hemet Fire Department included no costs for vehicle replacement, each vehicle is \$300,000 +; overtime likely is underfunded; City would not have to insure or replace vehicles conveyed to County; revenues from auctioning off surplus vehicles; City would no longer bear time & cost of labor negotiations; and reduced workload for City's vehicle mechanics. Comparison of Response Times: County will meet or exceed current response times and service levels; HFD's 55% of responses within 5 minutes during 2013 and first half of 2014 is below the 80% performance standard; County will report response times quarterly and report compliance actions and recommendations; County will

assist in developing master plan; County will also respond from County stations; Emergency medical dispatch provides pre-arrival patient care – 87% of calls are emergency medical; City proposals do not address response time assurances, monitoring, or reporting; ladder truck without squad truck option will degrade responses on emergency medical calls; HFD's proposal to use station staff to do fire prevention inspections might degrade responses; no proposal to prepare a master plan; and no emergency medical dispatch to mitigate patient outcomes. The County proposal advantages are: likely lower actual costs (\$82,000 to \$562,000 per year, depending on which HFD proposal is considered); assurance of response times; emergency preparedness/emergency incident management; fire prevention capabilities; master planning; emergency medical dispatch; proven paramedic services; control of labor costs & productivity; budget management; access to supplemental resources and management efficiency. Hemet Fire Department proposal advantages are: lower dispatching time (approximately 15 seconds); familiarity with local addresses, traffic conditions and site conditions; and control of use of apparatus. Staff's recommendations are: that the City Council approve a 5 year Cooperative Agreement with Riverside County Fire, term effective July 1, 2015, and authorize the City Manager to execute the Agreement; authorize the City Manager to negotiate interim Fire Management services until full assumption of responsibilities; authorize the City Manager to develop transition process with County Fire/CalFire to optimize number of employee transfers; and authorize the City Manager and City Attorney to evaluate employee eligibility for retiree medical benefits, assist employees who retire to secure their benefits, and consider reasonable plan modification requests.

Council Member Youssef, asked for a breakdown of the historical data regarding Hemet Fire Department budget. Council Member Youssef asked how many years were they over budget versus the number of years within their budget.

Mr. Hill, during the last 8 audited years, Hemet Fire Department went over their budget 4 of those years. CalFire stays within their budget 95% of the time.

Council Member Krupa, asked about Hemet Fire Department's spending the other 4 years.

Mr. Hill, Hemet Fire Department was under budget for 4 years. The 100.9% is an average of their budget spending over the 8 years.

Council Member Youssef, another advantage is the decrease in time and cost for labor negotiations. Council Member Youssef asked for an estimate for labor negotiation costs throughout this process.

Eric Vail, City Attorney, the cost to date to negotiate with HFFA is approximately \$86,000.00. The Factfinding process alone was approximately \$14,000.00 plus additional costs for general research and advice during the RFP and outsourcing process.

Mayor Smith, recommended that public wishing to speak turn in a speaker request form to the City Clerk. Speakers will be called up in groups of three, there are seats reserved next to the podium.

The City Council recessed briefly at 8:06 p.m.

Reconvened at 8:10 p.m.

Robert Wexler, Representing HFFA, I have represented the HFFA for the past 20 years and am pleased to say that the association has reached resolution amicably and quickly during all previous negotiations. The presentation will be in two parts, first you will hear from Steve Sandefer, Union President.

Steve Sandefer, HFFA Union President, two years ago almost to the day considering issuing an RFP was all about money. Both Council Member Youssef and Mayor Pro Tem Milne

campaigning saying that times were tough the City was almost facing bankruptcy and that no department is exempt from being look at. Mayor Pro Tem Milne said that the Fire Fighters won't open the books because they don't want you to know you are over spending for fire services. Mayor Pro Tem Milne won the election in November 2012 and in December 2012 the RFP came back. The initial results were that Hemet Fire Department was \$1 million less. But we didn't celebrate. Both Council Member Youssef and Mayor Pro Tem Milne felt that since Norco save \$1 million the City would too. Mayor Pro Tem Milne's first Council meeting she voted to demote Mark Orme and hire Ron Bradley. Mr. Bradley first action was to add \$900,000.00 to the Fire Department budget for an EMD Program and Paramedic Program which we did not implement. Mr. Hill said that the Fire Department on average spent 100.9% of their budget, but they did not include FY 13/14 in that comparison because we were under budget. We need to talk about how we conduct business now and look at what we are doing today. Page 178 of the agenda says that HFD is \$463,000.00 cheaper. That should help a structural deficit. The City Council can keep HFD and save \$500,000.00 per year. We are not broken, we don't need to be fixed and no one is complaining about our service.

Mr. Wexler, as I listened to the presentation by the City, if I didn't know the truth that would have been fairly persuasive. The City did a great job presenting statistics, but I'm not sure what they relate to. Supposedly, the HFD is over budget for 4 years and under budget for 4 years. It is assumed that the County will operate at 95% of its budget. I have worked with prior City Councils during the most difficult economic times. HFD was first to the table, first to make concessions and the first to get on board. The HFD worked collectively with the City, never having to go to impasse. Somewhere people got the impression that if the City contracts with the County it will be cheaper. The City has a structural imbalance. The majority of the Council campaigned on the idea of opening the books and taking a look. We owe it to the citizens to get the best service we can at a cost we can afford. When it was determined that the citizens were getting the best service at the most reasonable cost, the desired service level changed. The residents did not complain about the level of service and the current employees of the Department have been capable of providing even a higher level of service for many years. The HFD requested years ago to add a paramedic program and the City Council told them there were no resources for that. Now that you want to contract with the County we can have the paramedic program that, years ago you elected not to because you had to live within your financial means. I can reduce your response times by under a minute, by adding more stations and more firefighters. Obviously we can't do that because we have to live within our fiscal means. You have a department of dedicated men and women that have been operating for years on a shoestring budget. There is no other department in this state that I am aware of that has worked as long as they have without battalion chiefs. You have a Fire Chief and the line level men and women that have been providing the service. You can have a dedicated Chief and Battalion Chief's and the best people to provide that service are your existing employees. The City asked the HFFA to open their three year contract a year and a half into it to talk about contracting out and we did not accept that invitation. At the end of the contract the City wanted to discuss the effects and impacts of as well as the decision of contracting out. At that time, the County's said that their labor costs would be approximately \$8.2 million. A few months later the labor cost went up to \$8.7 million. A week ago CalFire implemented raises now the cost is \$8.9 million and the City hasn't signed an agreement with them. I believe that the men and women that work for CalFire are hard working, trained professionals just like your Hemet Fire Fighters. I believe this community is best served by a 4 station home grown locally managed fire department, not

the massive bureaucracy of CalFire. The Factfinding panel was composed of three people. Mr. Vail and Mr. Saling decided that they did not want to render an opinion on the decision to contract out.

The totality of evidence presented during the three days of factfinding dealt with that issue. Mr. Saling sidestepped that issue because he did not feel that was his place. My dissenting opinion tackles that issue. Government Code Section 3505.4 provides seven criteria that the factfinding panel is supposed to consider. The most important is the third issue which is: the interest and the welfare of the public and the financial ability of the private employer. All the other issues are secondary. They deal with CPI and we are proposing a cut. According to the labor market the Fire Department employees are under paid. The only relevant factor is the interest and the welfare of the community that elected you to serve on that dais. The HFFA started the process offering a 3% and the City agreed if the decision is to not contract out. During this process Mr. Hill sent a letter to all City employees talking about the City's structural imbalance that exists and is likely to exist for the next five years. He asked all Departments to propose a 5% cut to their budgets, except for the Fire Department because the disparity between HFD and CalFire would grow. The Fire Fighters answered the call and offered to voluntarily take a 5% cut. That guarantees the City Council and the public that the aspects that are subject to negotiations will not change for 5 years. CalFire has changed it three times and augmented it by 10% and they haven't even signed Schedule A. They have the right to raise the costs to this community every time there is an increase in costs. When PERS rates go up so do your costs. When gas goes up so do your costs. When CalFire negotiates raises your costs go up. The City will have 30 days to pay the increased cost or they will unilaterally decide what services to cut. HFD guarantees no increases for 5 years on anything in which they have control. The City expressed concern because that action in the Police Department resulted in a loss of Police Officers. The HFFA offered two reopeners without the ability to go to impasse. The Fire Department has operated a crossed staffed truck for three decades at the direction of the City Council that has works fine. Hemet Fire Department costs \$500,000 less on an ongoing basis. Mr. Wexler stated that the Hemet Fire Department is almost \$2 million dollars cheaper in the five year period of their contract proposal. \$2 million is significant to the City's structural deficit. By maintaining local control the City Council retains the levels of service. As the costs increase, CalFire will determine the levels of service to decrease if you can't pay the bill. Local control particularly for a City struggling is paramount. CalFire's proposal vests that authority with the County. The same County Officials that have responsibility for the other agencies and lands that CalFire is responsible for protecting. The City Council's concern is for Hemet's residents only, keep the control local. Chief Hawkins would be responsible for the 26 square miles of Hemet as well as the other 50 square miles or so of San Jacinto, Sage, Winchester, Little Lake and Valle Vista. Local control starts with a dedicated Fire Chief that is only responsible for this City. Hemet is large enough and unique enough to merits its own Fire Chief. On average HFD runs twice as many calls as every other County station. HFFA's proposal provides the residents with a dedicated Fire Chief and three full-time Battalion Chiefs for 4 stations. The County's proposal has a Battalion Chief that would be assigned to Hemet 1/3 of the time and a roving Battalion Chief that will be responsible for additional stations. Mr. Wexler expressed concern with the notion that HFD's Option B is most closely related to the County's Option 1. However, that fully staffed truck could be located 8 miles away and responsible for a larger area of service not just Hemet. Mr. Wexler discussed response times. HFD meets its response time 55% of the time. HFD starts the clock when the call comes in. CalFire starts the clock when the truck rolls out of the bay.

This will create a delay. The call will come into Hemet's dispatch, then be transferred to Riverside County's dispatch, sit in a queue on a priority basis because their call volume is greater. The clock begins when the truck rolls out of the doors not when the call was made and that could be significantly different. 87% of Hemet's calls are medical in nature and on a heart attack those seconds count. Hemet's equipment was purchased at full price. It belongs to Hemet and should continue to serve Hemet. The County of Riverside has not promised any Hemet employees a job. The Department has a tremendous group of men and women and many have served for decades, they respond days, nights, weekends, rain storms, fire storms, and holidays. How important is it to know the area and the people they provide medical services to. Mr. Wexler urged the City Council to not adopt the factfinders report. Mr. Wexler disagrees that the report is close to what the City offered. The factfinder agree that employees that have work for the City for over 15 years should get the retiree medical benefit. The City Council hasn't voted to outsource the Fire Department yet. Mr. Wexler is hoping one member of the majority will have an open mind and not handcuff this community long after their time on the Council. This decision is irreversible. The City will be beholden to the county and never have the resources again to start a fire department. The City said that the County operates at 95% of its budget not sure which budget they are referring to. Mr. Wexler discussed the increases and decreases in rates of other contracting cities. During the negotiations of this contract the offer has increased by nearly 10% and the agreement has not been signed. The City Council is making a critical decision. I implore you not for the employees of the Fire Department but for the community to make the right decision.

Paul Raver, Hemet, expressed concern with the staff report and in his opinion approving staff's recommendations is throwing the citizens of Hemet under the bus. Mr. Raver feels that the Cooperative Agreement is flawed and needs to be amended. Mr. Raver expressed concern with the language that allows the City to appoint a Contract Administrator to negotiate with CalFire for possible future amendments. Measures C and EE does not allow the City to cut services. Any reduction in services has to go to a vote of the people. How can the City Council or the Contract Administrator do that without the authority to? Citygate's recommendation is to retain Hemet Fire Department. It is the City Council's fiduciary responsibility to have the highest level of service at the lowest costs and that is not what is being offered by CalFire. Hemet Fire Department's service level is higher than CalFire's. Mr. Raver pointed out a number of areas in the comparison where in his opinion the service level offered by CalFire was lower than the service level provided by Hemet Fire Department. Mr. Raver also expressed concern with the transfer of fire equipment to the County without any form of remuneration. Hemet Fire is more cost effective than Riverside County Fire. It is not in Hemet's best economic or public safety interests to contract for fire and medical services.

Lori VanArsdale, Hemet, expressed concern that what the public wants has been left out of the process. The City Council has had meeting after meeting with this level of attendance and with similar results. I would implore you to give them credit for what they want not what you think is good for them. We need to learn from San Jacinto's example. In 2004, the City of San Jacinto requested a bid from the County of Riverside to provide Police Services. Riverside County's bid was \$3.9 million and San Jacinto Police Department's was \$4.1 million. They gave up local control for \$200,000.00. The end of the first year their bill was \$5.2 million and last year their bill was \$10,766,000 with very little increase in services. Because of these rising costs San Jacinto has a ballot measure on the November election. If you talk to the City Council Members individually they will tell you they can't control the services. Why is the City Council considering this now with an election in 6 weeks that might change the completion of

the City Council and that might result in a different decision on this issue? What if San Jacinto's ballot measure doesn't pass, how will that affect Hemet? One station will close, will it be the one on the west side? If you did not want to run a full service city and do not like labor negotiations and you do not want to make staff do their job you should not have run for City Council. If there is a regional fire and the City does not have the guarantee of coverage, you don't want to be one having a heart attack when County Fire takes over 45 minutes to back fill. I recommend that you stop this process and keep Hemet Fire Department. At the least wait until after the election to make this decision.

Jim Lineburger, Hemet, you have a plan and a purpose and were placed in your position by god as part of his plan. Your integrity, your honor and your morals are important. My position with Valley Restart has taught me to understand that I'm not always right. I have challenged the City staff in things that I felt were being done wrong in this the city. Paid staff and elected officials when you make a decision that impacts this community you need to have no conviction or second guess yourself after that decision. I always asked myself if I did the right thing. I apologized to you when I addressed you inappropriately. The State and County are in the biggest mess and the City isn't. I want you to be able to say, I did what was right for the residents in this community not Jeff Stone or your financial backers. After your term is up will you remain in Hemet? I pray for this valley every day. I serve this valley every day. If it is good to outsource then we should considering outsourcing the City Manager, the City Attorney and the City Council.

Robin Lowe, Hemet, I am here representing Hemet West Mobile Home Park. Ms. Lowe sent a letter to City Council from the property owners two years ago expressing concern regarding some of the language in the proposed contract. If CalFire decides to close station 3 this leaves the west end of Hemet at risk. There are horse ranches, schools, etc. If the station is closed that leaves the west end of Hemet without any fire service. The Fire Department has saved lives without a paramedic program. The Ladder truck in Menifee won't help us here in Hemet. We bought the two squads for a reason when I was on the City Council. There is no history of this City left on the dais except for Eric Vail. The Fire Department has not met their budget because they have had 4 or 5 Chiefs in the past 4 years and no public safety committee. The City has had 4 City Manager's and had a Finance Director that worked from home. Ms. Lowe spoke in favor of retaining Hemet Fire Department.

Gene Hikel, Hemet, the statements presented tonight are from the heart. It has all been said. The last 10 years Hemet Fire Department has taken the hit from City Council Member that want to get rid of it. Don't make the mistake. Look at the history of the other cities. We've heard the numbers. I have only heard a couple people in these meetings speak in favor of contracting out. 99% of the speakers are in favor of saving Hemet Fire Department. If you don't understand something there is corruption behind it or it is a vendetta, personal issue or a campaign promise. If you want to do the right thing submit it to the voters. Let them make the change. Do not allow a bare majority of 5 make a change that will have a significant impact on this community.

Mary Rowe, Hemet, the Council majority on November 12, 2013 made it clear no matter what people say, they will vote to contract out anyway. They say you can't fight City Hall, you want to bet. Just wait until 2015 when the City tries to collect the \$96.00 Code Inspection fee. Ms. Rowe thanked the Hemet Fire Department and noted that she will be giving the Department the kudos they deserve by running ads in various papers at her own expense. Hemet Fire Fighters would be treated better in the Bay Area. Ms. Rowe read a poem she wrote titled "Ode to the Hemet fire Department".

The City Council recessed briefly at 9:24 p.m.
Reconvened at 9:33 p.m.

Nancy Seegelken, Hemet, a resident of Seven Hills. I want the citizens to realize that three of the Council Members are selling the City down the river. There will be no local control over local expenses. Ms. Seegelken referenced an article regarding Moreno Valley from September 4th. We will have no voice and no way to re-establish local control. This is wrong. You are taking the citizens down the path of total dependence on others for public safety services. You have arbitrarily given yourselves way too much power to decide what is best for the City of Hemet.

Mitzi Carver, Hemet, has resided in Hemet since the early 1990's. During the recall efforts I spoke with 340 voters in Hemet, 68% or 232 signed the petition right away. 18% or 61 of the voters were undecided. 14% or 47 voters refused to sign the petition. Only 10 of the 47 were in support of contracting out, the other 37 just refuse to sign petitions in support of recalls. That should give you an indication that the Hemet voters love Hemet Fire Department. Ms. Carver also noted that other cities that contract with CalFire are facing costs increases and will either be raising taxes or decreasing service levels. I implore you to keep Hemet Fire and maintain local control.

Thomas Martes, Hemet, asked the City Council why they would consider outsourcing with Riverside County. Even the independent Factfinder didn't find enough reasons to warrant switching the fire department. The equipment will be given to Riverside County and we will never be in the position to own our own fire department again. CR&R's rates were supposed to be stable for a period of time and then they raised them almost immediately. We have no guarantee that Riverside County won't add their increased rates to our tax bills. Mr. Martes recommended that this decision be made by the voters.

William Wood, Hemet, in November I said the idea was crazy. Since that time I have contacted the Fire Department 18 times with life threatening issues. Mr. Wood spoke in support of Hemet Fire Department.

Rich Biber, Hemet, I have been a resident of Hemet West for 10 years. Mr. Biber believes that transferring millions of dollars of equipment and conceding local control of the fire department to the County will be a real threat to the safety of the residents of Hemet West and the west side of the City. What is happening in San Jacinto with their finances should be an example. Mr. Biber explained a situation that happened at Hemet West. Mr. Biber expressed concern with the response times to the west end.

Stan Hildahl, Hemet, we are aware of assumptions about costs and benefits. The high costs of consultants to give the City Council the answers they want. We know that Jeff Stone help fund three of the Council Members and that he wants resources from Hemet to aid his failing County budget. The costs to rent CalFire for many years will not be economical in the long term. The previous Council invested in waste disposal service, this City Council used it as a piggy bank to fix their budget. Previous Councils also wisely voted on a fire department. The proposed effective date is July 1, 2015 you should wait until after the November election to make this decision.

Kathy Smigun, Hemet, HFD has faithfully served us for 106 years. How can three people give it all away during their four year term? How can you make a decision that can't be reversed? The council needs to stop hiring consultants and make and stand behind some decision that will save the money you need.

Clara Holsins, Hemet, when buying a home considers three things location, location and fire station. As a participant in the recall efforts I noticed that 68 to 70% of the residents contacted are in favor of keeping Hemet Fire. Ms. Holsins reminded the City Council of the senior population. Please vote your consciences tonight.

Rob Lindquist, Hemet, reminded the City Council that people have appreciated the beauty of this valley for 1,000's of years. Mr. Lindquist looks for balance, equity and fairness and expressed concern that three people won't listen to the community. As a former council member I've never seen this kind of behavior.

Ernestine Kulyk, Hemet, currently I am a resident of Four Seasons, but have lived in Hemet for 27 years. I agree with the other speakers that the Fire Department should remain in Hemet.

Dave Harvey, Hemet, retired Hemet Fire Fighter. Today is a sad day for the City of Hemet. This is the day that the Council majority has been waiting for, the day they vote to contract with County Fire, an organization that is in worst financial condition than the City. You will either pay the price or reduce services. We knew you would sign this contract and now we will no longer have a chance to negotiate. You have concentrated your efforts of outsourcing Hemet Fire Department. You don't care about the voters. You care about the people that bank roll your campaigns. Great job Fire Fighter's for dealing with this.

John Graham, Hemet, a retired teacher after 34 years of service. I have three homes in the County and one in the City. I don't worry about my Hemet home, but I do worry about my homes in the County burning.

E.A. Stock, Hemet, Police and Fire are the heart and soul of a community and you are about to gut the heart and soul of Hemet.

Ramon Fonseca, Hemet, great job Fire Fighter's you are the hero's. You have a chance to keep a tradition instead you are killing the soul of the City that was built by people like the Lindquist's, the Vega's, the Searl's, and the Rheingan's. It only takes three people to destroy the soul of these people and this rich City.

Helen Hanson, Hemet, lived in the valley for over 30 years, raised my kids here and retired here. I am a part of this community and try to be a good citizen. I implore you to make the right decision. There is no good reason to outsource the Fire Department. Let this decision go to the ballot box.

Terry Hill, Hemet, came here in 1991. I vote every year. In 1991, we had a City Fire Department, paramedics, water planes, volunteers and the prisoners. Why do three people have this much authority over Hemet? Ms. Hill spoke in support of Hemet Fire Department and expressed concern that Hemet Police will be next.

Ann Smith, I want to tell you how much I respect you. I know you have heart. I want you to think about your families and your soon to be families. They will be in the same peril that we are. I appeal to your heart to do the right thing.

Chuck Steadman, this is an emotional event for many people. You have heard every argument and have been told that this is the stupidest decision to be made in the century. We have vacant buildings and businesses closing. As a former Police Officer I worked closely with the Fire Fighters. What are you thinking? You need to seriously listen to what has been said here this evening and at prior meetings. I implore you to make the right vote. Don't contract out the services to an agency that cannot provide the service that our own guys can.

Council Member Youssef, the process has been an extension of the debate over the last two years. The question is not what is the best interest of tradition or history or the Hemet Fire Department. It is what is in the best interest of the taxpayers and the people that live here. Who is able to provide the most service at the best value. I heard from a couple of past council members that should answer why the City of Hemet, with a large senior population and 87% of the calls for medical aid, is the only city in the Inland Empire and quite possibly Southern California that does not have paramedics as first responders. For 100 years Council Members have not provided paramedics. After hearing the positions, Emergency Medical Dispatch will free up the current dispatchers to take police calls and the Emergency Medical Dispatchers will triage the medical calls. The timeframe needs to be considered. Emergency Medical Dispatch has a value. During the time between the call and the time the truck arrives Riverside County Fire has Emergency Medical dispatchers that is not even quantified in the price. We have heard a lot about San Jacinto and their tax measure and the possibility of a station closure. We've been there and we did have to close a station because of budget issues. At the end of the day Riverside County can produce better and more efficient service. Concern was expressed with backfilling, Hemet Fire Department sends its trucks out also. We've been going through this process and hearing arguments for two years. There are also unanticipated benefits such as Emergency Medical Dispatch. Council Member Youssef explained that Riverside County's bill is for top step, it is that or lower. There will be cost increases regardless of the agency. I still feel that Riverside County will provide a better service.

Council Member Krupa, those on the dais have the right to be heard without boo's and interference from the public. We are sitting here giving consideration to in my opinion something that will decimate our City from being a city. We are looking at a difficult process that we have been going through for several years. We are facing financial problems in Hemet. But through this process we are not looking at information from the public as to what you want and what you are willing to pay for if it comes to that for fire and emergency medical services. We haven't had paramedic services, but it doesn't seem to have been a problem. A couple Council Members attended the League of Cities conference. One of the sessions we attended was "How to engage our community in making decision that are best for your community". One thing that was said is that when we get elected, we do not get elected as emperor we get as a public servant. We are obligated to listen, to pay attention and give options to the people. We are not elected to decide in our own best judgment what type of services you will get as taxpayers. Council Member Krupa expressed concern with the following language included in the contract "the city would be obligated to expend and appropriate any sum in excess of Exhibit A increased by action of the state legislature". That is a concern. Another paragraph reads "increase or decrease in services if the city cannot pay the bill" followed by a sentence that says "the county is under no obligation to approve any requested increase or reduction". So that means that if we can't pay the bill and we want a decrease in services they don't have to agree to those decreases. Canyon Lake is dealing with that right now. There are things in here that do not reflect the options for local control. Fire Department's across California are figuring out that they need to change the way they deliver service to the people they serve. Fire Departments are now considering cross staffing options and running squads because they are responding to more medical calls than fire calls. I hate unions. They have too much power, but by losing local control we give up control of our future and that is why I am totally against this.

Council Member Wright, asked that her written statement be included in the record verbatim:

"At what point do we quit letting outside influences dismantle OUR CITY? This has been a flawed process from the beginning and may even border on a corrupt process as many believe.

The council members pushing this process state "they are only looking for the best level of service at the best cost." If that were true, we would not be voting on this issue today. Additionally, there are reports by our hired consultants indicating that Hemet Fire Department truly does provide the best service at the best price on a number of levels and recommend that we do not outsource services. Therefore, the real motives of the council majority and management need to be questioned.

Best business management practices involve the consideration of multiple options. However, other alternatives were never considered. At the very least we should have explored:

- *JPA possibilities within the Valley or;*
- *Taking an issue of this magnitude to a vote of the people*

Outsourcing Public Safety Services should have been the last resort. I believe it has been irresponsible not to consider other alternatives in solving the City's structural deficit.

If it goes through, and we continue down a path of outsourcing Public Safety, the city will lose all control of over 75% of its budget. Personally I don't want the County of Riverside or the State of California deciding our destiny. The condition of the City of San Jacinto should be a lesson for us.

Just as other cities have experienced, increases imposed by Cal Fire cannot be negotiated. Cutting services is the only option. The County claims to have a superior record of controlling costs, however they are currently experiencing a deficit of over \$40 million. The deficit will be balanced on the backs of the contracted cities.

Outsourcing will not solve Hemet's deficit. It is my belief that if this should go through, outsourcing our Fire Department to Cal Fire will eventually cause an increase in our deficit to unmanageable margins. Lessons need to be learned from contract cities like Moreno Valley, Canyon Lake and San Jacinto.

Since initiating the RFP two years ago, the process has been highly questionable. CalFire has continued to change their bids, manipulating the numbers to a point that I would ask if we truly know what their costs actually are. I would ask if they should have been allowed to constantly change these numbers without going out for another bid?

Concerned citizens and business leaders not wanting to outsource have had to endure bullying and threatening tactics that should not be tolerated. It is perceived by these victims, that it comes from the top levels of leadership of this city and if true, that is unbelievably deplorable.

There are a myriad of consequences stated time and time again that have not been thoroughly considered. They include but are not limited to, compliance of Measure C and EE voted by the people to ensure their safety, future growth and its cost, and what happens if the utility measure in San Jacinto does not pass. Which of two fire stations in San Jacinto will close and how will that affect Hemet?

This vote come conspicuously close to an election that very well may change the make-up of this council. Ultimately this decision should be voted on by the people."

Eric Vail, City Attorney, requested that the City Council first act on Item No. 14 the Cooperative Agreement with Riverside County Fire. There are 4 sub-parts to the Item. You can make a motion to act on them as a package or take the sub-parts individually. Depending on your vote on that Item we will move to Item No. 13.

Item No. 14

Council Member Youssef moved and Mayor Pro Tem Milne seconded a motion to take Items 14.A through 14.D in one motion.

Council Member Krupa made a substitute motion that we refer the contracting out of the Fire Department and Emergency Medical Services to a vote of the people of Hemet seconded by Council Member Wright. Motion failed 2-3. Council Member Youssef, Mayor Pro Tem Milne and Mayor Smith voted No.

The City Council voted on the motion made by Council Member Youssef and seconded by Mayor Pro Tem Milne to take Items 14.A through 14.D in one motion. Motion carried 3-2. Council Members Krupa and Wright voted No.

Council Member Youssef moved and Mayor Pro Tem Milne seconded a motion to approve Item 14.A through 14.D as presented. Motion carried 3-2. Council Members Krupa and Wright voted No.

Mr. Vail, Item No. 13 will be conducted in the same manor. You can act on all sub-parts as one or individually.

Item No. 13

Council Member Youssef moved and Mayor Smith seconded a motion to take Items 13.A through 13.C in one motion. Motion carried 3-2. Council Members Krupa and Wright voted No.

Mayor Smith moved Mayor Pro Tem Milne seconded a motion to approve Items 13.A through 13.C as presented. Motion carried 3-2. Council Members Krupa and Wright voted No.

The City Council recessed briefly at 10:26 p.m.
Council Members Krupa and Wright left at this time.
Reconvened at 10:29 pm.

City Council Reports

15. CITY COUNCIL REPORTS AND COMMENTS

- A. Council Member Krupa
 - 1. Traffic and Parking Commission
 - 2. Riverside Conservation Authority (RCA)
 - 3. Ramona Bowl Association
 - 4. Indian Gaming Distribution Fund
 - 5. Riverside Transit Agency (RTA)
 - 6. Watermaster Board

- B. Council Member Wright
 - 1. Park Commission
 - 2. Planning Commission
 - 3. Indian Gaming Distribution Fund
 - 4. Riverside County Habitat Conservation Agency (RCHCA)
 - 5. Ramona Bowl Association

 - C. Council Member Youssef
 - 1. Western Riverside County of Governments (WRCOG)
 - 2. Riverside County Transportation Commission (RCTC)

 - D. Mayor Pro Tem Milne
 - 1. Library Board
 - 2. League of California Cities
 - 3. Riverside County Habitat Conservation Agency (RCHCA)
 - 4. Riverside Transit Agency (RTA)
 - 5. Riverside Conservation Authority (RCA)
 - 6. Disaster Planning Commission

 - E. Mayor Smith
 - 1. League of California Cities
 - 2. Riverside County Transportation Commission (RCTC)
 - 3. Western Riverside County of Governments (WRCOG)
 - 4. Public Safety Update
 - 5. Hemet Community Activities

 - F. Ad-Hoc Committee Reports
 - 1. Crime Stoppers Plus Ad-Hoc Committee
 - 2. West Hemet MSHCP Ad-Hoc Committee
 - 3. Regent Development Agreement Ad-Hoc Committee

 - G. City Manager Hill
 - 1. Manager's Reports
-

Future Agenda Items

Mayor Pro Tem Milne, asked that a facts regarding the decision to outsource Fire Services be placed on the City's website to hopefully dispel some misinformation.

Adjournment

Adjourned at 10:30 p.m. to Tuesday, September 23, 2014 at 7:00 p.m.

Respectfully Submitted,

**Sarah McComas
City Clerk**

ATTEST:

**Larry Smith
Mayor**



REBECCA SPENCER
Registrar of Voters

2724 Gateway Drive
Riverside, CA 92507-0918
(951) 486-7200 • FAX (951) 486-7272
TTY (951) 697-8966
www.voteinfo.net

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

November 18, 2014

Sarah McComas, City Clerk
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Dear Ms. McComas:

Enclosed is our certification to the signature verification of the City of Hemet Referendum Petition Against a Resolution Passed by the City Council.

Elections Code 9237 states that the referendum petition shall be signed by not less than 10% of the registered voters in the city at the last Report of Registration to the Secretary of State at the time the petition is filed. Since the petition was filed on October 7, 2014, the last Report of Registration submitted to the Secretary of State was on September 8, 2014 for voters registered as of September 5, 2014. There were 32,604 registered voters in this report for the City of Hemet.

Please contact me if you have any questions or if I can be of further assistance.

Sincerely,

REBECCA SPENCER
Registrar of Voters

A handwritten signature in black ink, appearing to read 'Melissa Eickman', is written over the typed name.

Melissa Eickman
Chief Deputy

Enclosures



Voter Registration by SOS District

Voter Registration Counts Last Updated 9/8/2014

Political Subdivision	DEM	REP	AI	AME	GRN	LIB	PF	MIS	NPP	Total
330001 Riverside County	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748
Check Total	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748
332036 36th Congressional District	104,742	107,619	8,692	23	791	1,548	726	2,203	49,856	276,200
332041 41st Congressional District	112,310	91,415	6,802	33	880	1,561	1,494	1,931	50,931	267,357
332042 42nd Congressional District	86,755	132,934	10,083	25	833	2,090	822	2,555	61,979	298,076
332050 50th Congressional District (Por.)	8,617	16,583	1,444	2	97	269	66	333	7,704	35,115
Check Total	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748
333023 23rd Senatorial District (Por. SB a	44,704	56,811	5,371	16	361	866	414	1,213	26,483	136,239
333028 28th Senatorial District	125,092	159,754	12,261	27	1,133	2,408	903	3,229	73,862	378,689
333031 31st Senatorial District	142,628	131,986	9,389	40	1,107	2,194	1,791	2,580	70,125	361,840
Check Total	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748
334042 42nd Assembly District (Por. SB)	53,308	60,558	5,138	12	435	901	350	1,243	27,663	149,618
334056 56th Assembly District (Por. Impe	41,510	32,816	2,164	6	220	412	254	641	15,843	93,866
334060 60th Assembly District	60,078	69,728	4,743	19	479	1,103	833	1,296	35,591	172,870
334061 61st Assembly District	82,557	63,269	4,647	21	628	1,091	958	1,284	34,545	189,000
334067 67th Assembly District	57,198	89,318	7,467	19	580	1,392	546	1,881	41,969	200,370
334071 71st Assembly District (Por. SD)	4,857	9,267	821	3	111	164	66	196	3,340	18,825
334075 75th Assembly District (Por. SD)	12,916	24,595	2,041	3	148	405	91	481	11,519	52,199
Check Total	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748
331001 1st Supervisorial District	59,645	71,416	5,472	23	619	1,239	811	1,452	36,115	176,792
331002 2nd Supervisorial District	56,809	65,256	4,521	15	532	1,100	769	1,196	33,310	183,508
331003 3rd Supervisorial District	52,216	83,186	7,348	21	544	1,355	485	1,739	39,012	185,906
331004 4th Supervisorial District	68,921	63,180	4,353	8	449	820	367	1,245	29,269	168,612
331005 5th Supervisorial District	74,833	65,513	5,327	16	457	954	676	1,390	32,764	181,930
Check Total	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748
336001 City of Banning	4,592	4,868	402	1	33	70	41	96	1,988	12,091
336002 City of Beaumont	5,172	6,356	857	2	47	98	38	142	3,174	15,686
336003 City of Blythe	1,747	1,559	164	1	11	23	8	18	877	4,408
336004 City of Calimesa	1,095	1,918	165	0	8	20	11	34	631	3,882
336005 City of Canyon Lake	1,137	3,236	227	0	17	35	10	54	972	5,688
336006 City of Cathedral City	8,297	6,252	420	0	50	70	53	129	3,253	18,524
336007 City of Coachella	6,459	1,963	93	2	13	22	28	36	1,652	10,268
336008 City of Corona	19,152	26,842	1,634	4	170	405	187	414	11,775	60,683
336009 City of Desert Hot Springs	3,593	3,884	268	1	32	74	36	72	1,588	9,548
336010 City of Eastvale	7,575	6,927	576	4	27	104	59	140	5,050	20,462
336011 City of Hemet	11,051	13,302	1,313	9	63	200	98	265	6,303	32,604
336012 City of Indian Wells	504	1,686	75	0	5	15	1	20	420	2,726
336013 City of Indio	12,894	10,173	642	1	54	113	85	200	4,809	28,971
336014 City of Jurupa Valley	12,173	10,983	842	1	96	164	216	253	6,367	31,095
336015 City of Lake Elsinore	6,192	6,630	701	5	69	166	59	174	4,554	18,550
336016 City of La Quinta	5,387	8,454	620	1	34	95	26	154	3,191	17,982
336017 City of Menifee	11,515	16,450	1,517	2	91	239	92	358	7,532	37,796
336018 City of Moreno Valley	36,334	24,147	1,683	6	171	332	355	480	12,949	76,457
336019 City of Murrieta	11,370	21,435	1,712	5	111	314	101	453	9,648	45,149
336020 City of Norco	2,739	6,037	358	1	27	98	32	83	1,987	11,362

	DEM	REP	AI	AME	GRN	LIB	PF	MIS	NPP	Total
336021 City of Palm Desert	7,204	10,627	684	1	64	130	39	190	4,245	23,184
336022 City of Palm Springs	11,494	5,980	614	0	105	128	36	188	4,022	22,569
336023 City of Perris	12,120	5,840	413	4	59	103	94	161	4,186	22,980
336024 City of Rancho Mirage	3,013	3,970	228	0	19	43	10	60	1,642	8,983
336025 City of Riverside	46,528	44,842	3,489	18	507	878	740	949	24,760	122,711
336026 City of San Jacinto	5,621	5,576	592	1	60	102	68	125	3,209	15,354
336027 City of Temecula	10,816	20,542	1,744	2	132	338	79	419	9,530	43,602
336028 City of Wildomar	3,718	6,354	568	0	61	129	47	149	3,165	14,191
337001 Unincorporated Area	42,932	61,718	4,622	11	465	960	457	1,206	26,991	139,362
Check Total	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748
335004 St Bd of Equalization 4 (Por. SB,	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748
Check Total	312,424	348,551	27,021	83	2,601	5,468	3,108	7,022	170,470	876,748



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Wally Hill, City Manager *Wally Hill*

DATE: December 9, 2014

RE: Resolution of support for legislative action allowing body-contact uses at Diamond Valley Lake

RECOMMENDED ACTION:

That the City Council consider approval of Resolution Bill No. 14-078 supporting legislation permitting body-contact uses at Diamond Valley Lake.

BACKGROUND:

The Metropolitan Water District, which owns Diamond Valley Lake, does not allow body-contact uses at the lake. The prohibition prevents wading, floating, swimming, skiing, use of personal watercraft, and use of any boats less than 12' in length and 42" in width. Council member Youssef requests Council consideration of a resolution in support of State Senator Jeff Stone's legislative efforts to allow body-contact uses at Diamond Valley Lake.

ANALYSIS:

Diamond Valley Lake is the largest reservoir in the Metropolitan Water District's water supply system. The entire lake is within the City of Hemet's planning area, and the lake is one of Hemet's greatest potential resources for residents and visitors. The prohibition against body-contact uses substantially reduces the recreational enjoyment and tourism potential of the lake. Council member Youssef informs that State Senator Jeff Stone will provide legislative advocacy for allowing body-contact uses at the lake to optimize the recreational and tourism value of the lake.

FISCAL IMPACT:

Expanded uses at Diamond Valley Lake could increase sales and hotel/motel occupancy taxes. However, it is difficult to quantify those potential impacts at this time.

Respectfully submitted,

Wally Hill

Wally Hill
City Manager

Attachment(s): 1) Draft Resolution Bill No. 14-078



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 14-078**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, SUPPORTING LEGISLATIVE
EFFORTS TO ALLOW BODY-CONTACT USES AT
DIAMOND VALLEY LAKE**

WHEREAS, Diamond Valley Lake is the largest reservoir in the Metropolitan Water District's water supply system; and

WHEREAS, Diamond Valley Lake is entirely in the City of Hemet's planning area; and

WHEREAS, Diamond Valley Lake is one of the City of Hemet's greatest potential resources for residents and visitors; and

WHEREAS, the Metropolitan Water District currently does not allow body-contact uses at Diamond Valley Lake, which prevents wading, floating, swimming, skiing, use of personal watercraft, and use of any boats less than 12' in length and 42" in width; and

WHEREAS, the prohibition of body-contact uses substantially reduces the recreational enjoyment and tourism potential of Diamond Valley Lake as a destination for residents and visitors; and

WHEREAS, State Senator Jeff Stone is sponsoring legislation that would enable body-contact uses at Diamond Valley Lake;

WHEREAS, the City Council wishes to optimize the recreational and tourism value of Diamond Valley Lake.

NOW, THEREFORE, the City Council of the City of Hemet does hereby resolve: that the Council supports the legislative efforts of Senator Stone to enable body-contact uses at Diamond Valley Lake and urges approval by the California legislature and Governor.

PASSED, APPROVED, AND ADOPTED this 9th day of December, 2014.

Mayor

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ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

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State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the day of , 2014 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

**BOATING RULES AND REGULATIONS FOR
DIAMOND VALLEY LAKE AND LAKE SKINNER**

While the primary purpose of Diamond Valley Lake (DVL) and Lake Skinner is to ensure reliable supplies of high-quality water for southern California, recreation opportunities for the public can be made compatible with operation of these lakes. However, Metropolitan reserves the right to suspend any and all boating and other recreational activities for water quality, operational or any other reason. To protect water quality and guard the health and safety of the boating public, Metropolitan has established the following non-body-contact boating rules for all watercraft at both DVL and Lake Skinner as shown below. Within this document the term "lake personnel" refers to the entity responsible for the day to day management of recreational facilities.

1. DVL and Lake Skinner are drinking water reservoirs and, therefore, body-contact within the lake water is prohibited. Watercraft that may allow routine body-contact with the water are not permitted on the lakes. To comply with the no body-contact requirements, personal watercraft of any type is prohibited. "Personal watercraft" means a vessel less than 13 feet in length, propelled by machinery that is designed to be operated by one or more persons sitting, standing, or kneeling on the vessel rather than in the conventional manner of sitting or standing inside the vessel. Boats shall not pull individuals or any recreational equipment (e.g., inner tubes, skis, boards, etc.). Individuals are prohibited from riding on the bow, gunwale, or transom of a boat under way when such position is not protected by railing or other reasonable deterrent to falling overboard. These provisions shall not apply to boaters in the act of fishing while trolling at minimum speed or at a standstill, anchoring, mooring or making fast to a dock or trailer on the boat launch, or in the necessary management of a sail, provided that the boaters make reasonable efforts to avoid contacting the water.
2. Boaters must comply with all applicable federal (including U.S. Coast Guard), state and local licensing and safety laws, rules and regulations governing boats and boating operations. Failure to comply with all applicable laws, rules and regulations, including those herein, may result in removal of individuals and their boats from the lake and/or citation by the appropriate enforcement agency.
3. Only qualified boats powered by humans, sail or electric motor shall be allowed on the lakes. Combustion-engine watercraft shall be allowed, provided:
 - (a) Engines use MTBE-free fuel (this determination will be made upon entry to the lake); and
 - (b) Engines that are 4-stroke, 2-stroke equipped with direct fuel injection, or 2-stroke engines that comply with the California Air Resources Control Board 2001 or later model year spark-ignition marine engine standard (or U.S. Environmental Protection Agency 2006 equivalent).
4. All engines shall be stock (unmodified, standard manufacturer equipment). No glasspacks, cut-outs or open headers are permitted.
5. All boats must be a minimum of 12 feet in length, minimum of 42 inches wide and must have at least 12 inches of freeboard at idle speed. All boats of standard class design and exceeding minimum specifications shall be allowed on the lakes; however, multi-hulled boats without solid and fixed decking shall not be allowed on the lakes.
6. Only sea kayaks shall be allowed on the lakes and shall be launched only from authorized launch ramps or areas. Sea kayaks must be at least 10 feet in length and provide seating for all passengers inside the craft. Kayaks must be identified as stable by lake personnel prior to being allowed on the lakes. Rolling over of kayaks in the water is prohibited.

7. Boats equipped with sink drains or flush toilets are barred from the lakes unless said drains and toilets are sealed or otherwise rendered inoperable, or are designed so that no waste can be discharged into the lakes. Lake personnel may add a dye marker to each boat containing such facilities to test for leaks. Portable toilets shall not be allowed in boats on the lakes.
8. Prior to being launched, each boat shall be inspected by authorized lake personnel and deemed in a safe, seaworthy, clean condition, meeting all standards as specified herein. All recreational boats must carry one wearable approved personal flotation device (PFD) for each person aboard. The PFDs must be Coast Guard approved, in good and serviceable condition, and the appropriate size for the intended user. Coast Guard approved fire extinguishers (Type B) are required on boats where a fire hazard could be expected from the motors or the fuel system.
9. Boats shall be launched at designated launching areas only.
10. Boat landings shall be made only at designated docks, ramps and other areas as designated.
11. Boats shall not be left on shore or in the water overnight except in dry storage or designated slips in the Marina Areas.
12. The maximum speed limit for all watercraft is:
 - (a) Diamond Valley Lake
 - (i) Twenty-five (25) miles per hour (mph)
 - (ii) Boats within 200 feet of the shore, dams, other operational structures and in marina areas must operate at a speed that creates no wake. The speed limit in no-wake areas is idle engine speed, but shall not exceed 5 mph.
 - (b) Lake Skinner
 - (i) Ten (10) miles per hour.
 - (ii) Boats within 100 feet of the shore, dams, other operational structures and in marina areas must operate at a speed that creates no wake. The speed limit in no-wake areas is idle engine speed, but shall not exceed 5 mph.
13. Boat maximum engine noise level shall be no greater than 75 decibels (dbA scale) at a distance of 50 feet with the engine running at 80 percent of redline RPM.
14. Boat operators will be responsible for assessing safe boating conditions and take the appropriate precautions to protect their boat and occupancy. In the interest of public safety, boat operation guidelines shall be indicated by the use of colored flags and/or lights as follows:
 - (a) Operation – Green: Wind speed less than 15 mph. All boats may operate.
 - (b) Operation – Amber: Wind speeds between 15 and 25 mph. All boats operate with due caution.
 - (c) Operation – Red: Wind speed in excess of 25 mph. Operation of all boats prohibited, immediately remove all boats from the water or return to marina boat slips, if applicable.
15. No boat repairs of any kind (except emergency repairs necessary to return to the dock or boat launch ramp) may be made while the boat is in the water. No refueling will be allowed on the water except in designated fueling areas.
16. No cleaning of the boat in any manner is allowed while the boat is in the water. Boats may be washed only in the designated boat-wash area near the launch ramp.

17. Operating hours:

- (a) The lakes open at sunrise and close at sunset as determined by the chart posted at various locations at the lakes. Boats cannot be launched before sunrise and must be retrieved before sunset. Marina areas will be closed to public access one hour after sunset.
- (b) Metropolitan may, at its sole discretion, adjust opening and closing time for special events or for any other reason (including adverse weather conditions).

18. No overnight stays aboard any boat, at any location are permitted.

19. The maximum number of boats allowed on the lakes may vary to meet water quality objectives, depending on lake elevation and public safety considerations, and shall be determined solely by Metropolitan.

20. Waste material, including animal and human water, bilge water, trash, refuse, litter, oil, gas, etc. shall not be discharged into the lakes.

21. Miscellaneous:

- (a) No person shall moor or fasten any boat to or willfully damage, tamper, remove, obstruct, destroy or interfere with any dam, operational facility, buoy, buoy line waterway marker or regulatory markers.
- (b) No boats shall be tied or fastened together except in an emergency, when launching or retrieving a boat, or when necessary as part of an approved boating instructional class.
- (c) No pets shall be allowed on boats at DVL and Lake Skinner.
- (d) No alcoholic beverages of any type shall be allowed on boats (or in any areas at DVL except at a facility authorized to sell alcoholic beverages).
- (e) Fish shall be cleaned in designated areas only and the remains shall be placed within a watertight plastic bag and deposited in a trash receptacle.

22. Authorized lake personnel will patrol the lakes during open hours to enforce these regulations.

23. Metropolitan reserves the right to change or amend these boating rules at any time, including but not limited to the restriction of fuel additives deemed in Metropolitan's sole discretion to present a potential threat to water quality. Further, exemptions to these boating rules and regulations for special events may be made by the Chief Executive Officer.

24. Recreational users shall be informed through posting or other appropriate means that their use of all the facilities shall be at their own risk and that Metropolitan shall not assume liability for any loss or injury.